

# Lakeside Community Development District

# Board of Supervisors' Regular Meeting October 1, 2025

District Office: 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544 813-994-1001

www.lakesidecdd.org

# LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

**Board of Supervisors** Linda Ramlot Chair

Christina Brooks Vice-Chair

Gordon Dexter Assistant Secretary
Charles Wood Assistant Secretary
Barbara Callahan Assistant Secretary

**District Manager** Daryl Adams Rizzetta & Company, Inc.

**District Counsel** Meredith Hammock Kilinski Van Wyk

**District Engineer** Amy Palmer Lighthouse Engineering, Inc.

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)

1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

# LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE – Wesley Chapel, Florida (813) 994-1001 Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, FL 33614

www.lakesidecdd.org

Board of Supervisors Lakeside Community Development District September 23, 2025

#### **AGENDA**

**Dear Board Members:** 

The regular meeting of the Board of Supervisors of the Lakeside Community Development District will be held on **Wednesday**, **October 1**, **2025**, **at 6:00 p.m**. at the Lakeside Amenity Center, located at 13739 Lakemont Drive, Hudson, Florida 34669.

1. 2.	CALL TO ORDER AUDIENCE COMMENTS ON AGENDA ITEMS			
3.	BUSINESS ITEMS			
	A. Consideration of Amenity Services AddendumTab			
	<b>B.</b> Consideration of Resolution 2026-01; Set Public Hearing on			
	Amended Rules of ProcedureTab			
_	C. Discussion of Speed Bumps			
4.	STAFF REPORTS			
	A. District Engineer			
	Discussion of Pond 8 Villa ErosionTab			
	Consideration of Asphalt Proposal for Lakemont DriveTab			
	B. AWC Waterway Inspection			
	<ol> <li>Presentation of Waterway Inspection Report</li> </ol>			
	(under separate cover)			
	C. Landscape Inspection Specialist			
	Presentation of Landscape Inspection ReportTab			
	D. Pine Lake Landscape/Irrigation Inspection			
	Presentation of Pine Lake Update			
	E. Maintenance Report			
	F. District Counsel			
	Consideration of Pine Lake Erosion ProposalTab			
	G. District Manager			
	Presentation of District Managers' Report and			
	Monthly FinancialsTab			
5.	BUSINESS ADMINISTRATION			
J.	A. Consideration of Minutes of the Board of Supervisor			
	Meeting September 3, 2025Tab			
	B. Consideration of Operation & Maintenance			
6	Expenditures for August 2025			
<b>6</b> .	SUPERVISOR REQUESTS			
7.	ADJOURNMENT			

I look forward to seeing you at the meeting. In the meantime, if you have any questions, or to obtain a copy of the full agenda, please do not hesitate to contact at Darryl Adams darryla@rizzetta.com.

Sincerely,

Davryl Adams

District Manager

# Tab 1

# FIRST ADDENDUM TO THE CONTRACT FOR PROFESSIONAL AMENITY SERVICES

This First Addendum to the Contract for Professional Amenity Services (this "First Addendum"), is made and entered into as of the 2025 day of October 1st (the "Effective Date"), by and between Lakeside Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the Pasco County, Florida (the "District"), and Rizzetta & Company, Inc., a Florida corporation (the "Consultant").

#### **RECITALS**

**WHEREAS**, the District and the Consultant entered into the Contract for Professional Amenity Services dated October 8, 2024 (the "**Contract**"), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend Exhibit B of the Fees and Expenses section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to Exhibit B attached.

The amended Exhibit B is hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Fifth Addendum as of the Effective Date.

Rizzetta & Company, Inc.	Lakeside Community Development District
By:	By:
William J. Rizzetta, President	Chairman of the Board of Supervisors



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Exhibit B - Schedule of Fees

Exhibit C – Human Trafficking Affidavit

Exhibit D - Municipal Advisor Disclaimer

# EXHIBIT B SCHEDULE OF FEES

#### **AMENITY MANAGEMENT SERVICES:**

Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of **October 1, 2025 to September 30, 2026.** 

#### **PERSONNEL:**

#### Field Manager

Part Time Personnel – 20 hours/week

**ANNUAL** 

Budgeted Personnel Total <sup>(1)</sup> \$ 28,193.

General Management and Oversight <sup>(2)</sup> \$ 9,500.

Total Services Cost: \$ 37,693.

- (1). Budgeted Personnel: These budgeted costs reflect full personnel levels required to perform the services outlined in this contract. Personnel costs includes: All direct costs related to the personnel for wages, Full-Time benefits, applicable payroll-related taxes, workers' compensation, and payroll administration and processing.
- **(2).** General Management and Oversight: The costs associated with Rizzetta & Company, Inc.'s expertise and time in the implementation of the day to day scope of services, management oversight, hiring, and training of staff.



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#### **EXHIBIT C**

# Nongovernmental Entity Human Trafficking Affidavit Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of Rizzetta & Company, Incorporated and attest that Rizzetta & Company, Incorporated does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

#### **FURTHER AFFIANT SAYETH NOT.**

Rizzetta & Company, Incorporated, a Florida Corporation

By:

Name: William J. Rizzetta

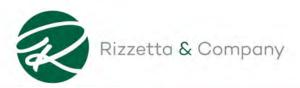
Title: President



#### **EXHIBIT D**

#### Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



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# Tab 2

#### **RESOLUTION 2026-01**

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

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

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

**WHEREAS,** the Board previously adopted *Rules of Procedure* to govern the operation and administration of the District and now wishes to set a public hearing to consider amendments thereto.

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

SECTION 1. A Public Hearing will be held to adopt the District's Amended and Restated Rules of Procedure on December 3, 2025, at 10:00 a.m. at the Lakeside Amenity Center, 13739 Lakemont Drive, Hudson, Florida 34669.

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

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

**PASSED AND ADOPTED** this 1st day of October 2025.

ATTEST:	LAKESIDE COMMUNITY DEVELOPMENT DISTRICT	
Secretary/Assistant Secretary	Chairperson, Board of Supervisors	

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

# Exhibit A

Proposed Amended and Restated Rules of Procedure



#### **MEMORANDUM**

To: Board of Supervisors; District Staff

From: Kilinski | Van Wyk PLLC

Date: September 1, 2025

Re: Updated Provisions of the District's Rules of Procedure

Please find attached to this memorandum an updated version of the previously adopted Rules of Procedure ("Rules"). Revisions were made to maintain consistency between the Rules and current Florida law, including statutory changes adopted in the 2025 Legislative Session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting or proofreading changes are not summarized. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact your KVW attorney.

#### **Business Hours**

Language was added to Rules 1.0(3) and 3.11(1)(d) to clarify that the normal business hours of the District are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

# Public Meetings, Hearings, and Workshops

Language was added to Rule 1.3(1)(d) to provide an earlier deadline for individuals to request accommodations for meeting participation. An individual requiring special accommodations to participate in the meeting, hearing, or workshop must contact the office of the District Manager at least three (3) business days prior to the scheduled meeting, hearing, or workshop.

Language was added to Rule 1.3(3) to provide examples of what may constitute "good cause" to amend a meeting agenda.

Language was added to Rule 1.3(6) to require that the notice for an emergency meeting include the specific reasons for the emergency meeting.

#### **Notice of Rule Development**

Rule 2.0(2) was revised to reflect the recent legislative change requiring the Notice of Rule Development to be published at least seven (7) days prior to the notice of rulemaking and thirty-five (35) days prior to the public hearing on the proposed rule. Rule 2.0(2) was also revised to require the Notice of Rule Development to include the following: (1) the grant of rulemaking authority for the proposed rule and the law being implemented; and (2) the proposed rule number.



# **Notices of Rulemaking**

Rule 2.0(3) was also revised to reflect the recent legislative changes requiring the Notice of Rulemaking to include the following: (1) the proposed rule number; (2) the name, email address, and telephone number of the staff member who may be contacted regarding the intended action; and (3) the website where the statement of estimated regulatory costs may be viewed in its entirety, if applicable.

Rule 2.0(3) was further revised to require any material proposed to be incorporated by reference be available for inspection and copying by the public at the time of publication of the Notice of Rulemaking and to permit the Notice of Rulemaking to be delivered electronically to all persons named in the proposed rule or who have requested advance notice of rulemaking.

# **Petitions to Initiate Rulemaking**

Rule 2.0(5) was revised to require the District's Board of Supervisors to initiate rulemaking proceedings within thirty (30) calendar days of receiving a petition to initiate rulemaking proceedings, in accordance with Florida Statutes.

### **Emergency Rule Adoption**

Rule 2.0(8) was amended to permit the District's Board of Supervisors to adopt an emergency rule if it is necessitated by immediate danger to the public health, safety, or welfare, or if the Legislature authorizes the Board of Supervisors to adopt emergency rules. Notice of the emergency rules must include the Board of Supervisors' findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

# **Rule Variances**

Rule 2.0(12)(a) was amended to include safety-related concerns as an example of a "substantial hardship" which could justify a rule variance.

#### **Competitive Purchases**

Rule 3.0(3) was revised to incorporate the recent legislative change that prohibits the District from penalizing a bidder for performing a larger volume of construction work for the District or rewarding a bidder for performing a smaller volume of construction work for the District on a public works project as defined in Section 255.0992, *Florida Statutes*. A public works project is defined as "an activity that is paid for with any local or state-appropriated funds and that consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any political subdivision." A public works project does <u>not</u> include the provision of goods, services, or work incidental to the public works project, such as security services, janitorial services, landscape services, maintenance services, or any other services that do not require a construction contracting license or involve supplying or carrying construction materials for a public works project.



#### **Auditor Selection Committee Notices**

Rule 3.2(6) was revised to require seven (7) days' notice of Auditor Selection Committee meetings, in accordance with Florida Law regarding meeting notices.

# **Purchase of Insurance**

Rule 3.3(2)(g) was amended to remove "geographic location" from the list of evaluation criteria for the purchase of insurance.

### **Construction Contract Bids**

Rule 3.5(2)(e) was amended to clarify that 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.

# **Emergency Construction Service Purchases**

Rule 3.5(5) was amended to clarify the circumstances under which the District may undertake an emergency purchase of construction services.

### **Bid Protests**

Rules 3.11(4) and (5) were amended to provide additional details regarding the required procedures for bid protests.

# **Facsimile Notices, Generally**

Changes were made throughout the Rules to remove facsimile as a method of notice and to add electronic mail as an acceptable method of notice where permitted by law.

# RULES OF PROCEDURE LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

# EFFECTIVE AS OF \_\_\_\_\_

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#### Rule 1.0 General.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise 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 forty eight (48) hoursthree (3) business days before the meeting/hearing/workshop by contacting the District Manager at Rizzetta & Company, Inc., 5844 Olds Pasco Road, Suite 100, Wesley Chapel, Florida 33544, by telephone at 813-994-1001 or by email at darryla@rizzetta.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) <u>Mistake.</u> In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Vice-Chairperson, shall prepare an agenda of meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval ("Meeting Materials"). Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

- (a) District Counsel
- (b) District Engineer
- (c) District Manager
  - 1. Financial Report

2. Approval of Expenditures Supervisor's requests and comments Public comment Adjournment

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

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

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

- (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) <u>Security and Firesafety Board Discussions</u>. 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.

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

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

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

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

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

# **Rule 2.0** Rulemaking Proceedings.

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

### (2) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) 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 specific legal authority for the proposed rule 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, setting forthincluding: 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, and 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 the 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 ton its entirety, if one has been prepared, based on the factors set forth in Section 120.541(2), of the 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 <u>and any material proposed to be incorporated by reference</u> shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed, or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) <u>Rule Development Workshops.</u> Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60)thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-

- case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) <u>Rulemaking Materials.</u> After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
  - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
  - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that it is necessitated by immediate danger to the public health, safety, or welfare exists 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 as long as it protects the public interest and complies with applicable law ands determined by the District and otherwise emplies with 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) <u>Rulemaking Record.</u> In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
  - (a) The texts of the proposed rule and the adopted rule;
  - (b) All notices given for a proposed rule;
  - (c) Any statement of estimated regulatory costs for the rule;
  - (d) A written summary of hearings, if any, on the proposed rule;
  - (e) All written comments received by the District and responses to those written comments; and
  - (f) All notices and findings pertaining to an emergency rule.
- (11) 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) <u>Variances and Waivers.</u> A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "waiver" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
  - (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significantor other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;

- (ii) The type of action requested;
- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (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) <u>Purpose and Scope.</u> In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, designbuild services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) <u>Board Authorization.</u> Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

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

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

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

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

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

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

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

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

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

# Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

# (4) <u>Competitive Selection.</u>

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

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

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

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

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

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

Law Implemented: §§ 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) <u>Definitions.</u>

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

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

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

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

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

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

place for submitting proposals.

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

#### (7) Board Selection of Auditor.

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

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) <u>Contract.</u> Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
  - (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, faesimile, 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) <u>Scope.</u> The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) <u>Procedure.</u> For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, relevant business presence and capability to servicethe geographic location of the company's headquarters and offices in relation to the District's needs, and the ability of the company to guarantee premium

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

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

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

Law Implemented: § 112.08, Fla. Stat.

# **Rule 3.4** Pre-qualification

- (1) <u>Scope.</u> In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) <u>Procedure.</u> When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, or faesimile, 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, facsimile, 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) <u>Procedure.</u> When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - Notice of the Invitation to Bid, Request for Proposals, Invitation to (b) Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, electronic mail, hand delivery, facsimile, 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, or facsimile, 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 <u>competent</u> <u>jurisdiction of</u> 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 <u>shall be deemmay be considered</u> 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, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) <u>Sole Source; Government.</u> Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules- only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) <u>Exceptions.</u> This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

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

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

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

# Rule 3.6 Construction Contracts, Design-Build.

(1) 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) <u>Procedure.</u>

- (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
- (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
- (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
  - (i) <u>Qualifications-Based Selection.</u> If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
  - (ii) 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, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
- 3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

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

- 4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the In consultation with the Design Criteria District. Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
- 5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
- 6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
- 7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect.

- Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- 8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
- 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) <u>Emergency Purchase.</u> The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

- (5) <u>Exceptions.</u> This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the 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) <u>Discretionary Bond.</u> At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

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

Law Implemented: § 255.05, Fla. Stat.

# Rule 3.8 Goods, Supplies, and Materials.

- (1) <u>Purpose and Scope.</u> All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "goods, supplies, and materials" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) <u>Procedure.</u> When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, or facsimile, 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, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

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

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

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

#### **Rule 3.9** Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) <u>Procedure.</u> When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, or facsimile, 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, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) <u>Exemptions.</u> Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) <u>Renewal.</u> Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
- (5) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (6) <u>Emergency Purchases.</u> The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

#### **Rule 3.10** Contractual Services.

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

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

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

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

#### (1) <u>Filing.</u>

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

- 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.
- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (2) <u>Contract Execution.</u> Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) <u>Informal Proceeding.</u> If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via <u>certified mafacsimile</u>, <u>hand delivery</u>, or <u>email with delivery confirmation United States Mail</u>, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) <u>Formal Proceeding.</u> If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other <u>qualified</u> 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 days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

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

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

Law Implemented: § 190.033, Fla. Stat.

#### **Rule 4.0 Effective Date.**

These Rules shall be effective \_\_\_\_\_\_\_, 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.

# Tab 3



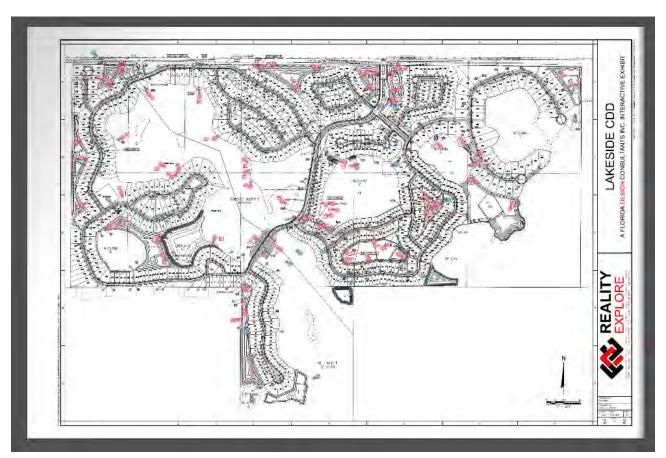
**TO:** Lakeside Community Development District

FROM: Bradley S. Foran, P.E.

DATE: 9/3/2025

RE: Pine Lake Services, LLC erosion control services

On 8/29 we performed a site visit at Lakeside Community Development District to observe the erosion work performed by Pine Lake Services, LLC. In attendance was Amy Palmer (LHE), Thomas Liu (LHE), Terry McLane (PLS) and John Amarosa (PLS). The majority of the work was performed according to scope. We were not provided with a diagram of where rip/rap, sod and filter fabric were to be placed, just a list of services performed at each spot. Below are our observations regarding areas that are still of concern, however some may be outside of the original scope of services.





Spot 2: There is still some erosion at the top of the hill that needs to be sodded.







Spot 31: Erosion along top of the outfall pipe













Spot 17: Erosion along side slope





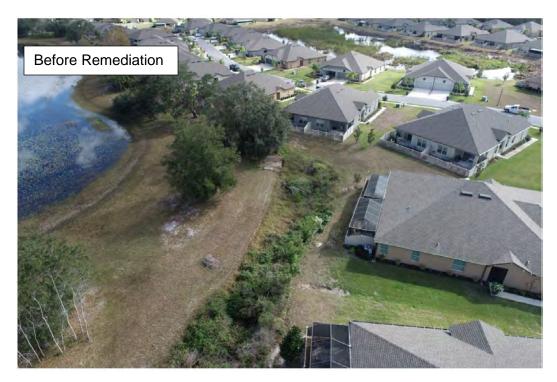








Spot 20: Needs to be cleaned







Spot 37: Overgrown with vegetation. Vegetation is blocking pipe







Spot 57: Inlet control structure overgrown with vegetation







Spot 67: No sod or filter fabric along side slopes











Spot 61: No sod along side slope













Spot 62: No sod along side slope













Spot 65: No sod along side slope













Spot 66: No sod along side slope







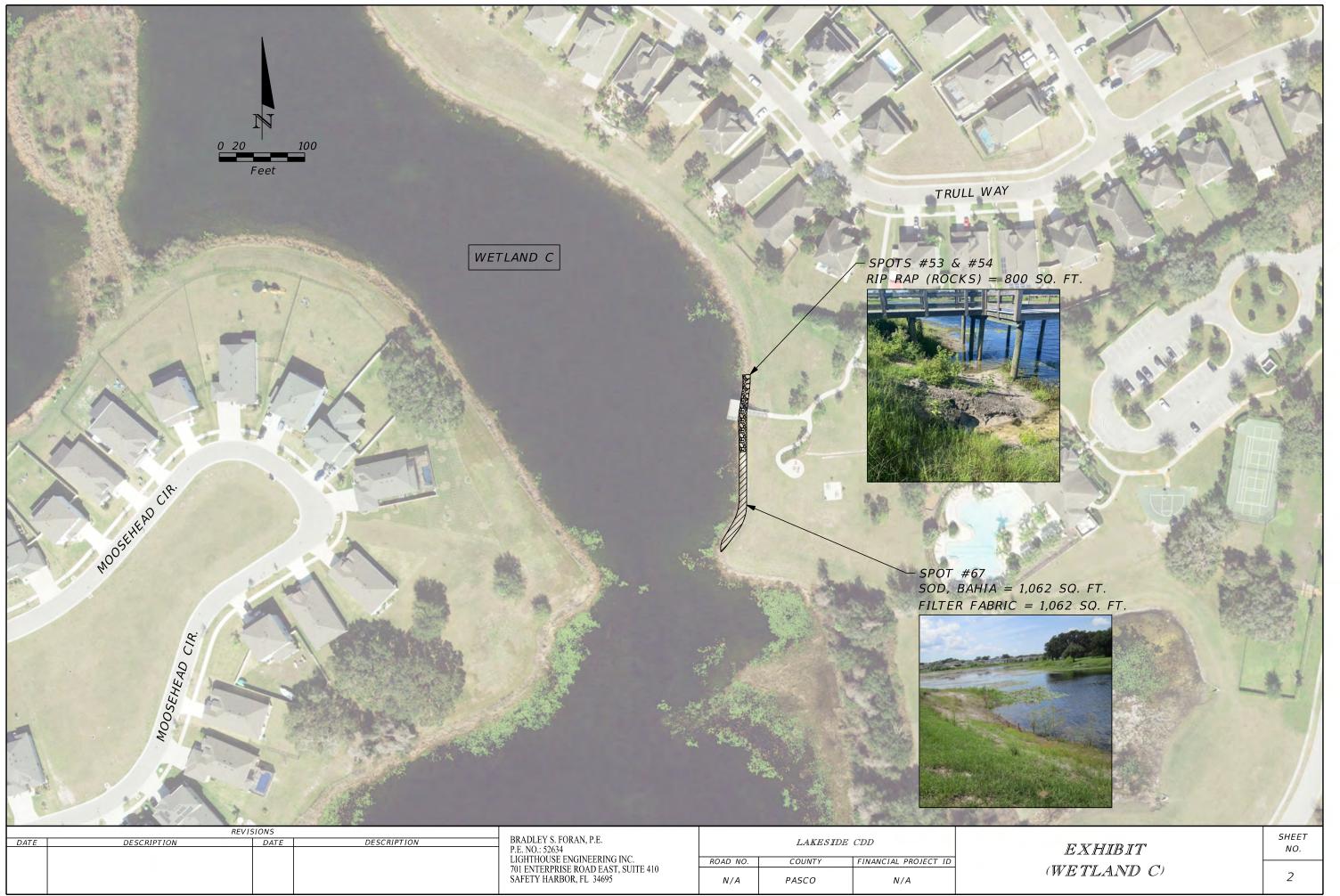














## Tab 4



### **ESTIMATE**

9/8/2025

Estimate #

BRA6034

TAMPA, FL 33606

**Phone** # (813) 251-6455

# ATTN: Lighthouse Engineering Inc. Amy Palmer

Estimate Created By:	Project Name			Project Number	
HILL	BRA6034-13739 Lakemont Dr.				
Descr	iption	Qty	U	J/ <b>M</b>	Total Price
3 AREAS REMOVE AND REPLACE ASPHALT to a compacted 1.50" dep		500	SY		6,835.00

Accepted By:		
Print Name & Title:	Total:	\$6,835.00

# Tab 5

# LAKESIDE

Landscape Inspection Report



September 08, 2025
Rizzetta & Company
Amiee Brodeen – Landscape Specialist
Landscape Inspection Services



# Summary, Wetland B, Lakemont Dr, Crater Cir,

### General Updates, Recent & Upcoming Maintenance Events.

- ➤ As detailed in my report findings, the turf requires attention. Please continue to monitor its condition closely and take necessary action as needed.
- ➤ As a standing instruction, please ensure that any weedy growth within the shrubs is always pulled completely from the base during maintenance visits.

The following are action items for Pine Lake Landscaping to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. Bold Red text indicates deficient for more than a month. Green text indicates a proposal has been requested. Blue indicates irrigation. Orange text represents Staff and bold, black, underlined represents questions or information for the BOS.

 The turf debris was left behind around the curve of Wetland B. Please ensure the crew goes back over the area to fully mulch the grass clippings. (Pic 1)



- There are significant turf weeds along Wetland B. Both spurges and clovers are present and actively flowering. I recommend applying a selective herbicide treatment to control these weeds before they spread further.
- At the corner of Lakemont and Crater Circle,
   the turf on the southwest side is declining,
   and weedy growth is present. Please treat the
   weeds and repair the turf in this area.
   (Pic 3>)
- 4. During my inspection, I noticed several....

.... trees that still have straps wrapped around the base. Please have the crew remove these straps as they come across them. (Pic 4)

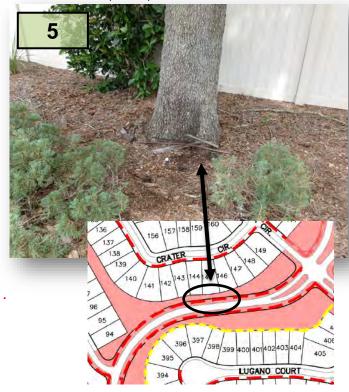






# Lakemont Dr, Higgins Ln

5. There is another tree with rope wrapped around the base; please cut and remove it. I have counted at least 4 additional trees that will need the same treatment. Additionally, the dripline in this area may need to be capped or redirected. (Pic 5)



6. At the pocket park on Newport Shores and Crater, along Lakemont, one irrigation rectangular lid is missing and another is damaged. Both need to be replaced. (Pic 6)



- 7. At the same pocket park noted in item #6, the Parson's junipers have a mixture of stink vine, Virginia creeper, and torpedo grass growing throughout. Please treat accordingly before these weeds grow taller and become more established.
- 8. Along the south side of Lakemont and west of Higgins, there is a section of fakahatchee grasses showing browning. This may be due to spider mites; please investigate and treat accordingly. (Pic 8a, 8b)





9. In the same area as item #8, there is another oak with a dripline stretched over the roots and additional rope that needs to be cut off. Please also have the crew weed the beds along this stretch, with particular attention to the variegated jasmine.



# Higgins Ln, Lakemont Dr, Hudson Ave, Opopka St

10. Near the corner of Higgins and Lakemont, a hole is beginning to develop near the large catch basin. It is unclear whether this is due to concrete deterioration or a larger underlying issue. The turf in this area is completely dead at the impression site, which suggests the concrete may be breaking down and causing the hole. Please inspect this area; depending on your findings, this may require a proposal or further evaluation by the district engineer. (Pic 10)



11. At the corner of Higgins and Lakemont, please have the crew detail this bed and apply mulch or pine straw in the bare spots. This will help suppress the weedy growth and improve the overall appearance. (Pic 11)



12. On the east side of the Opoka entrance, the podocarpus are at an ideal height to....

begin tipping the tops in order to encourage more lateral growth. (Pic 12)



13. In the same area as item #12, please have the crew reduce the height of the sweet viburnums to align with the top of the wall. (Pic 13)



- 14. On the opposite side of Opoka (west side), the viburnums have grown taller than the metal rod fencing. Please have the crew trim them down just below the top of the fence during the next detailing visit.
- 15. Further west of the viburnums on Hudson, nutsedge is beginning to grow throughout the Confederate jasmine. Please treat and remove it before it goes to seed.



# Hudson Ave, Opopka St, Wetland C

- 16. Please prune the watersprouts from the crape myrtles throughout the property as the crew deems appropriate.
- 17. This has likely been addressed, but I noticed a significant amount of palm debris and some trash under the palms along Hudson. Please have the crew collect all debris and properly dispose of the trash. (Pic 17)



- 18. At the next detailing visit, please have the crew clean out the lilies at the corner of Hudson and Opopka and remove any unwanted plant material.
- 19. During the recent mowing visit, the storm drain was not line-trimmed around. Please ensure the crew is instructed to line-trim around all drains and catch basins during future visits. (Pic 19)



20. The south planting beds adjacent to Opopka and Newport Shores need attention. The beds are starting to develop weeds, the Fakahatchee grasses should be thinned, and the bed edge is beginning to blend into the turf. Please address these concerns during the next detailing event. (Pic 20a, 20b)





- 21. On the north side of Wetland Pond C, pond scum is beginning to accumulate along the edges. Please treat this area accordingly, especially during the rainy months. (Pic 21a>, 21b>)
- 22. Behind the Lakeside sign at Opopka and Hudson, trash is accumulating beneath the viburnum shrubs, likely blown in from recent storms. Please ensure the crew is mindful to remove litter from the planting beds during detailing.



# Opopka St, Newport Shores Dr

23. Same area as #22, the fakahatchee grass appears to have been partially trimmed and then left incomplete. Please have a crew member remove the grass as it doesn't appear to belong in this area. (Pic 23)





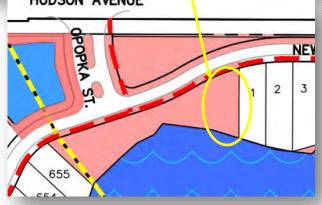


24. Here is another tree that needs the straps removed, please have a crew member cut and remove the unnecessary straps along this oak. (Pic 24)



25. The planting bed on Newport Shores near Opopka needs detailing. Weedy growth is starting to spread, and the vines along the shrubs should also be removed. (Pic 25)







# Moosehead Cir, Wetland B, Pond 14

26. In Moosehead (Park 1), I observed a hole in the turf, possibly caused by a dog. Please have a crew member rake the soil back to level the area. (Pic 26)



27. Here is an additional photo of the south side of Wetland B (just west of the amenities). Pond scum is accumulating along the middle section of the pond.(Pic 27a, 27b>)



- 28. At the cul-de-sac of Marble Sands, the turf remains patchy and weedy. This area was previously noted in one of my reports, but I am not seeing noticeable progress. What is the plan for the upcoming months to restore and improve the turf? (Pic 28>)
- 29. At Pond 14, some areas were not linetrimmed during the last visit. At the next mowing event, please have the crew....

.... remove the dead tree limbs and line-trim underneath. (Pic 29)









# Pond 13, Pond 10

30. Around Pond 13, on the backside of the residents' fences, some areas were not maintained to the expected standard. Clumps of turf clippings remain, the turf height exceeds the required 4.5 inches, and the mower crew did not reach all areas designated along the pond bank. Please advise the crew to fully detail this area during the next mowing event. (Pic 30a, 30b)





- 31. Pond 13 is beginning to accumulate pond scum. Please treat the pond accordingly and remove any trash or debris. (Pic 31a>, 31b>)
- 32. Additionally, Jeff, can your mowing crew trim approximately 8 inches off the tall growth at the end of Pond 13? The weedy material is becoming too tall, and I want to prevent it from going to seed.

33. Please make sure the crew is line-trimming around all pond structures, inflows and outflows, and catch basins. (Pic 33)









## Pond 10, Crest Lake Dr

34. We are continuing to lose turf along the peaks of the hilltops at Pond 10. What are the plans to restore these areas? I recommend aerating and overseeding with cool-season grasses while we are still receiving rainfall. (Pic 34a, 34b)





- 35. It is unclear exactly what is happening here at Pond 10, but it appears that sod has been laid in a partially eroding area with tall weedy plants. Please have the crew trim approximately 6 inches to prevent them from going to seed. (Pic 35>)
- 36. Along Crest Lake at Pump Station 2, the dead branches in the wax myrtles remain, despite being noted in last month's report for removal. Please send a detail crew to clean up this area, as several additional....

.... branches around this structure also need to be trimmed and removed. (Pic 36a, 36b)







## Pond 10, Crest Lake Dr, Bee Tree Ct

37. The viburnum shrubs need to be trimmed down to the top of the vinyl fencing. Please address this during the next detailing event. (Pic 37)



38. The turf along Crest Lake is beginning to die back, possibly due to the decline of warmseason weeds. Please evaluate the area, treat any remaining weedy growth, and develop a plan to restore and thicken the turf. (Pic 38)



- 39. Along Crest Lake, just east of PS2, please have the crew remove the dead viburnum shrub and any fallen branches during the next visit. (Pic 39>)
- 40. Behind the residences' vinyl fencing parallel to Bee Tree, the area appears to have been neglected for some time. There are....

.... significant areas of overgrowth in the palms and shrubs, no line-trimming beneath them, and the wax myrtles contain considerable deadwood that needs to be limbed up. Additionally, grapevine has completely overgrown and enclosed an area of plant material (unclear what is underneath), and the entire section requires weeding. See map below for location.

(Pic 40a, 40b>, 40c>, 40d>, 40e>, 40f>, 40g>)







# Bee Tree Ct (Backside of Resident's Homes)



# **Proposals**

 On the planting bed along Lakemont Drive, there is a bare spot that needs to be addressed. Please provide a proposal to add 5 (five) full 3-gallon Parson's junipers (Juniperus chinensis 'Parsonii') in a zigzag pattern. This planting will help thicken the area and fill in the bare spot effectively. (Pic 1)



- 2. The Confederate jasmine plantings are struggling, and I would recommend them to be replaced. To refresh the area with more resilient native plant material, please provide a proposal for removing all Confederate jasmine throughout the median beds on Higgins and installing a mixture of Central Florida native perennials. Recommended plant palette includes:
  - Pale Purple Coneflower (*Echinacea pallida*)
  - Butterfly weed (Asclepias tuberosa)
  - Scrub Blazing Star (*Liatris tenuifolia*)
  - Muhly grass (*Muhlenbergia capillaris*)
  - Blanket flower (Gaillardia pulchella)
  - Florida tickseed (Coreopsis floridana)

After installation, please finish the beds with a bale of pine straw. (Pic 2a, 2b)







# **Proposals**



# Tab 6



12980 Tarpon Springs Road Odessa, FL 33556

pinelakellc.com

### INVOICE

Date	Invoice No.
06/12/25	7570
Terms	Due Date
Net 30	07/12/25

### **BILL TO**

Lakeside CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

**BALANCE DUE** 

### **PROPERTY**

Lakeside Community Development 13739 Lakemont Drive Hudson, FL 34669

Amount Due	Enclosed
\$56,960.27	

Please detach top portion and return with your payment.

**UNIT PRICE EXT PRICE** SALES TAX **LINE TOTAL** QTY ITEM #5596 - Erosion Control \$175,000.00 \$0.00 \$175,000.00 **Around Ponds** First Reduction Credit (June 2025) (\$9,525.94) \$0.00 (\$9,525.94) Second Reduction Credit (\$21,013.79) \$0.00 (\$21,013.79) (September 2025) **Final Project Value** \$144,460.27 \$0.00 \$144,460.27 Deposit Paid (\$87,500.00) \$0.00 (\$87,500.00)

\$56,960.27

235-005 57900-6411 Per Darryl 09-22-2025



\$0.00

\$56,960.27

# Tab 7



### **UPCOMING DATES TO REMEMBER**

- Next Meeting: November 5, 2025, at 06:00 pm
- FY 2024-2025 Audit Completion Deadline: June 30, 2026

### **District Manager Updates**

# District Manager's Report

October 1

2025

FINANCIAL SUMMARY	8/31/2025
General Fund Cash & Investment Balance:	\$149,686
Reserve Fund Cash & Investment Balance:	\$613,199
Debt Service Fund Investment Balance:	\$806,555
Total Cash and Investment Balances:	\$1,569,440
General Fund Expense Variance: \$7,317	Over Budget



# Lakeside Community Development District

# Financial Statements (Unaudited)

August 31, 2025

Prepared by: Rizzetta & Company, Inc.

lakesidecdd.org

### Lakeside Community Development District

Balance Sheet
As of 08/31/2025
(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Gymnt Fund	Fixed Assets Group	Long-Term Debt
Assets						
Cash In Bank	141,577	(20,516)	0	121,061	0	0
Investments	8,109	633,715	806,555	1,448,379	0	0
Refundable Deposits	752	0	0	752	0	0
Fixed Assets	0	0	0	0	13,264,471	0
Amount Available in Debt Service	0	0	0	0	0	806,555
Amount To Be Provided Debt Service	0	0	0	0	0	8,403,445
Total Assets	150,438	613,199	806,555	1,570,192	13,264,471	9,210,000
Liabilities						
Accounts Payable	462	0	0	462	0	0
Accrued Expenses	3,790	0	0	3,790	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	9,210,000
Total Liabilities	4,252	0	0	4,252	0	9,210,000
Fund Equity & Other Credits						
Beginning Fund Balance	94,959	601,225	766,856	1,463,040	0	0
Investment In General Fixed Assets	0	0	0	0	13,264,471	0
Net Change in Fund Balance	51,227	11,974	39,699	102,899	0	0
Total Fund Equity & Other Credits	146,186	613,199	806,555	1,565,939	13,264,471	0
Total Liabilities & Fund Equity	150,438	613,199	806,555	1,570,192	13,264,471	9,210,000

See Notes to Unaudited Financial Statements

	Year Ending 09/30/2025	Through 08/31/2025	Year To D 08/31/20	25
Davianuas	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings Interest Earnings	0	0	309	309
Special Assessments				
Tax Roll	653,597	653,597	659,611	6,014
Total Revenues	653,597	653,597	659,920	6,323
Expenditures				
Legislative				
Supervisor Fees	12,000	11,000	10,600	400
Total Legislative	12,000	11,000	10,600	400
Financial & Administrative				
ADA Website Compliance	1,538	1,538	1,537	1
Accounting Services	17,209	15,775	15,775	Ö
Administrative Services	5,163	4,733	4,733	0
Arbitrage Rebate Calculation	1,000	1,000	500	500
Assessment Roll	5,736	5,736	5,736	0
Auditing Services	3,265	3,265	3,265	0
Disclosure Report	6,000	5,500	5,500	0
District Engineer	20,000	18,333	25,347	(7,014)
District Management	17,459	16,004	16,004	0
Dues, Licenses & Fees	275 5.736	267 5.259	185 5 259	82
Financial & Revenue Collections Legal Advertising	5,736 2,000	5,258 1,833	5,258 5,651	0 (3,817)
Public Officials Liability Insurance	3,112	3,112	3,027	(3,617)
Tax Collector/Property Appraiser Fees	150	150	388	(239)
Trustees Fees	7,000	7,000	6,914	87
Website Hosting, Maintenance, Backup & E	2,400	2,200	2,200	0
Total Financial & Administrative	98,043	91,704	102,020	(10,315)
Logal Coupsel				
Legal Counsel District Counsel	30,000	27,500	46,649	(19,150)
Total Legal Counsel	30,000	27,500	46,649	(19,150)
El di Deri O	·	·	·	, ,
Electric Utility Services	0.500	0.000	C44	0.505
Utility - Street Lights	3,500	3,208 6.794	644	2,565
Utility Services Total Electric Utility Services	7,400 10,900	6,784	7,236	(453)
Total Electric Offices	10,900	9,992	7,880	2,112
Stormwater Control				
Aquatic Maintenance	28,092	25,751	25,751	0
Aquatic Plant Replacement	5,000	4,583	0	4,583
Stormwater System Maintenance	5,000	4,584	0	4,584
Total Stormwater Control	38,092	34,918	25,751	9,167
Other Physical Environment				
Amenity Management Service Contracts	33,291	30,516	27,372	3,145
Dog Waste Station Supplies & Mainte-	2,000	1,834	2,582	(750)
		.,00.	-,	(/

	Year Ending 09/30/2025	Through 08/31/2025	Year To D 08/31/202	25
_	Annual Budget	YTD Budget	YTD Actual	YTD Variance
nance				
Entry & Walls Maintenance & Repair	5,000	4,583	0	4,584
Entry Monument Light Maintenance	1,500	1,375	315	1,060
General Liability Insurance	3,112	3,112	3,027	85
Irrigation Maintenance & Repair	30,000	27,500	54,331	(26,831)
Landscape - Annuals/Flowers	10,481	9,608	4,756	4,852
Landscape - Mulch	24,000	22,000	26,659	(4,659)
Landscape Inspection Services	11,700	10,725	10,725	0
Landscape Maintenance	180,000	165,000	164,579	421
Landscape Replacement Plants, Shrubs, Tr	22,500	20,625	47,134	(26,509)
Landscape-Wetlands D & E	14,000	12,833	12,833	0
Mailbox Repair & Maintenance	5,000	4,583	230	4,353
Property Insurance	1,858	1,858	1,932	(74)
Rust Prevention	9,120	8,360	9,120	(760)
Tree Trimming Services	7,500	6,875	0	6,875
Well Maintenance	2,500	2,292	2,901	(609)
Total Other Physical Environment	363,562	333,679	368,496	(34,817)
Road & Street Facilities				
Roadway Repair & Maintenance	5,000	4,583	0	4,584
Sidewalk Maintenance & Repair	15,000	13,750	0	13,750
Street Sign Repair & Replacement	2,000	1,834	2,854	(1,021)
Total Road & Street Facilities	22,000	20,167	2,854	17,313
Contingency				
Capital Improvements	40,000	36,666	0	36,667
Miscellaneous Contingency	39,000	35,750	44,444	(8,694)
Total Contingency	79,000	72,416	44,444	27,973
Total Expenditures	653,597	601,376	608,694	(7,317)
Total Excess of Revenues Over(Under) Ex-	0	52,221	51,226	(994)
penditures				
Total Other Financing Sources(Uses)				
Interfund Transfer (Revenue)	0	0	255 245	255 245
Interfund Transfer	0	0	355,315	355,315
Interfund Transfer (Expense) Interfund Transfer	0	0	(255 245)	(355,315)
Total Other Financing Sources(Uses)			(355,315)	<u></u>
Total Other Financing Sources(Oses)				0
Fund Balance, Beginning of Period		0	94,960	94,959
Total Fund Balance, End of Period	0	52,221	146,186	93,965

Annual Budget   YTD Budget   YTD Actual   YTD Variance		Year Ending 09/30/2025	Through 08/31/2025	Year To 08/31/	2025
Interest Earnings   0	Deverse	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Interest Earnings   0	Revenues				
Tax Roll         157,816         157,816         157,816         0           Other Misc. Revenues         0         0         43,000         43,000           Total Revenues         157,816         157,816         213,686         55,870           Expenditures           Contingency         55,870         201,712         (43,896)           Total Reserve         157,816         157,816         201,712         (43,896)           Total Contingency         157,816         157,816         201,712         (43,896)           Total Expenditures         157,816         157,816         201,712         (43,896)           Total Excess of Revenues Over(Under) Expenditures         0         0         11,974         11,974           Total Other Financing Sources(Uses) Interfund Transfer (Revenue) Interfund Transfer (Revenue) Interfund Transfer (Expense) Interfund Transfer         0         0         355,315         355,315           Total Other Financing Sources(Uses)         0         0         (355,315)         (355,315)           Total Other Financing Sources(Uses)         0         0         0         0         0           Fund Balance, Beginning of Period         0         0         601,225         601,225		0	0	12,870	12,870
Miscellaneous Revenue         0         0         43,000         43,000           Total Revenues         157,816         157,816         213,686         55,870           Expenditures         Contingency           Capital Reserve         157,816         157,816         201,712         (43,896)           Total Contingency         157,816         157,816         201,712         (43,896)           Total Expenditures         157,816         157,816         201,712         (43,896)           Total Excess of Revenues Over(Under) Expenditures         0         0         11,974         11,974           Total Other Financing Sources(Uses) Interfund Transfer (Revenue) Interfund Transfer (Revenue) Interfund Transfer (Expense) Interfund		157,816	157,816	157,816	0
Expenditures   Contingency   Capital Reserve   157,816   157,816   201,712   (43,896)   Total Contingency   157,816   157,816   201,712   (43,896)   Total Expenditures   157,816   157,816   201,712   (43,896)   Total Expenditures   157,816   157,816   201,712   (43,896)   Total Excess of Revenues Over(Under) Expenditures   0	Miscellaneous Revenue			-	-
Contingency Capital Reserve         157,816         157,816         201,712         (43,896)           Total Contingency         157,816         157,816         201,712         (43,896)           Total Expenditures         157,816         157,816         201,712         (43,896)           Total Excess of Revenues Over(Under) Expenditures           Total Other Financing Sources(Uses) Interfund Transfer (Revenue) Interfund Transfer (Expense) Interfund Transfer         0         0         355,315         355,315           Interfund Transfer (Expense) Interfund Transfer         0         0         (355,315)         (355,315)           Total Other Financing Sources(Uses)         0         0         0         0         0           Fund Balance, Beginning of Period         0         0         601,225         601,225	lotal Revenues	157,816	157,816	213,686	55,870
Capital Reserve         157,816         157,816         201,712         (43,896)           Total Contingency         157,816         157,816         201,712         (43,896)           Total Expenditures         157,816         157,816         201,712         (43,896)           Total Excess of Revenues Over(Under) Expenditures         0         0         11,974         11,974           Total Other Financing Sources(Uses)         Interfund Transfer (Revenue)         0         0         355,315         355,315           Interfund Transfer (Expense)         0         0         0         (355,315)         (355,315)           Interfund Transfer (Transfer (Expense)         0         0         0         0         0           Total Other Financing Sources(Uses)         0         0         0         601,225         601,225           Fund Balance, Beginning of Period         0         0         601,225         601,225	Expenditures				
Total Expenditures         157,816         157,816         201,712         (43,896)           Total Excess of Revenues Over(Under) Expenditures         0         0         11,974         11,974           Total Other Financing Sources(Uses) Interfund Transfer (Revenue) Interfund Transfer         0         0         355,315         355,315           Interfund Transfer (Expense) Interfund Transfer         0         0         (355,315)         (355,315)           Total Other Financing Sources(Uses)         0         0         0         0         0           Fund Balance, Beginning of Period         0         0         601,225         601,225	Capital Reserve				
Total Excess of Revenues Over(Under) Expenditures  Total Other Financing Sources(Uses) Interfund Transfer (Revenue) Interfund Transfer (Expense) Interfund Transfer (Expense) Interfund Transfer Interfund	<u> </u>	-			
Total Other Financing Sources(Uses)   Interfund Transfer (Revenue)   Interfund Transfer (Expense)   Interfund Transfer (Expense)   Interfund Transfer   0	Total Expericitures	157,610	107,010	201,712	(43,696)
Interfund Transfer (Revenue)       0       0       355,315       355,315         Interfund Transfer (Expense)       0       0       (355,315)       (355,315)         Interfund Transfer       0       0       0       0       0         Total Other Financing Sources(Uses)       0       0       0       0         Fund Balance, Beginning of Period       0       0       601,225       601,225	•	0	0	11,974	11,974
Interfund Transfer (Expense)         0         0         (355,315)         (355,315)           Interfund Transfer         0         0         0         0         0           Total Other Financing Sources(Uses)         0         0         0         0         0           Fund Balance, Beginning of Period         0         0         601,225         601,225	Interfund Transfer (Revenue)				
Total Other Financing Sources(Uses)         0         0         0         0           Fund Balance, Beginning of Period         0         0         601,225         601,225	Interfund Transfer (Expense)			·	•
Fund Balance, Beginning of Period 0 0 601,225 601,225					
	I otal Other Financing Sources(Uses)		0	0	0
Total Fund Ralanco, End of Poriod 0 0 612 100 612 100	Fund Balance, Beginning of Period	0	0	601,225	601,225
10tal i uliu balance, Enu di Pendu 0 0 013,199 013,199 013,199	Total Fund Balance, End of Period	0	0	613,199	613,199

	Year Ending 09/30/2025	Through 08/31/2025	Year T 08/31	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings Interest Earnings	0	0	19,896	19,896
Special Assessments				
Tax Roll	389,999	389,999	392,889	2,890
Total Revenues	389,999	389,999	412,785	22,786
Expenditures				
Debt Service				
Interest	264,999	264,999	266,837	(1,838)
Principal	125,000	125,000	125,000	0
Total Debt Service	389,999	389,999	391,837	(1,838)
Total Expenditures	389,999	389,999	391,837	(1,838)
Total Excess of Revenues Over(Under) Ex-	0	0	20,948	20,948
penditures				
Fund Balance, Beginning of Period	0	0	412,805	412,805
Total Fund Balance, End of Period	0	0	433,753	433,753

	Year Ending 09/30/2025	Through 08/31/2025	Year To 08/31/	/2025
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings Interest Earnings	0	0	15,962	15,962
Special Assessments				
Tax Roll	341,369	341,369	343,899	2,530
Total Revenues	341,369	341,369	359,861	18,492
Expenditures				
Debt Service				
Interest	236,369	236,369	236,110	259
Principal	105,000	105,000	105,000	0
Total Debt Service	341,369	341,369	341,110	259
Total Expenditures	341,369	341,369	341,110	259
Total Excess of Revenues Over(Under) Ex-	0	0	18,751	18,751
penditures				
Fund Balance, Beginning of Period	0	0	354,051	354,051
Total Fund Balance, End of Period	0	0	372,802	372,802

### Lakeside CDD Investment Summary August 31, 2025

Account	<u>Investment</u>	Balance as of August 31, 2025
Valley Bank	Governmental Checking	\$ 8,109
	<b>Total General Fund Investments</b>	\$ 8,109
Hancock Bank	Certificate of Deposit	\$ 250,000
Valley Bank	Governmental Checking/ICS	383,715
	<b>Total Reserve Fund Investments</b>	\$ 633,715
US Bank Series 2015 Reserve	US Bank GCTS 0490	\$ 194,681
US Bank Series 2015 Revenue	US Bank GCTS 0490	239,020
US Bank Series 2015 Prepayment	US Bank GCTS 0490	52
US Bank Series 2018 Revenue	First American Treasury Obligation Fd Class Y	199,895
US Bank Series 2018 Reserve	First American Treasury Obligation Fd Class Y	170,376
US Bank Series 2018 Prepayment	First American Treasury Obligation Fd Class Y	2,531
	<b>Total Debt Service Fund Investments</b>	\$ 806,555

### Lakeside Community Development District Summary A/P Ledger From 08/01/2025 to 08/31/2025

	Fund Name	GL posting date	Vendor name	Document numb	per Description	Balance Due
235, 2258	235 General Fund	08/29/2025	Rizzetta & Company, Inc.	INV0000102365	Personnel Reimburse- ment 08/25	462.18
Sum for 235, 2258 Sum for 235 Sum Total	<b>i</b>					462.18 462.18 <b>462.18</b>

### Lakeside Community Development District Notes to Unaudited Financial Statements August 31, 2025

### **Balance Sheet**

- 1. Trust statement activity has been recorded through 08/31/25.
- 2. See EMMA (Electronic Municipal Market Access) at <a href="https://emma.msrb.org">https://emma.msrb.org</a> for Municipal Disclosures and Market Data.
- 3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

# Tab 8

### LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

September 3, 2025 - Minutes of Meeting Page 1

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MINUTES OF MEETING LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

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

The regular meeting of the Board of Supervisors of the Lakeside Community Development District was held on Wednesday, September 3, 2025, at 10:00 a.m. at the Wesley Chapel Rizzetta Office located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

### Present and constituting a quorum:

Christina Brooks **Board Supervisor, Vice Chair** 

**Board Supervisor, Assistant Secretary** Gordon Dexter **Board Supervisor, Assistant Secretary** Charles Wood Barbara Callahan **Board Supervisor, Assistant Secretary** 

### Also Present:

District Manager, Rizzetta & Company Daryl Adams Grace Rinaldi District Counsel, Kilinski Van Wyk

Amiee Brodeen Landscape Inspection Specialist, Rizzetta & Company

Jeff King Representative. Pine Lake Representative, Pine Lake Terry McLane

**Amy Palmer** Representative, Lighthouse Engineering

Audience Present

### FIRST ORDER OF BUSINESS Called to Order

Mr. Adams called the meeting to order at 10:00 a.m. and confirmed a guorum for the meeting.

### SECOND ORDER OF BUSINESS **Audience Comments on Agenda Items**

There were no audience comments put forward.

### THIRD ORDER OF BUSINESS **BUSINESS ITEMS**

### A. Ratification of District Engineering Agreement

On a Motion by Mr. Dexter, seconded by Ms. Brooks, with all in favor, the Board of Supervisors ratified the execution of the District Engineering Agreement with Lighthouse Engineering, for the Lakeside Community Development District.

### LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

September 3, 2025 - Minutes of Meeting Page 2

### 46

### B. Consideration of Arbitrage Engagement Letters Series 2015 & 2018

On a Motion by Ms. Brooks, seconded by Mr. Dexter, with all in favor, the Board of Supervisors accepted the LLS Tax Solutions arbitrage engagement letters for the series 2015 (fiscal years 2025 through 2028) & 2018 (fiscal years 2024 through 2028) bonds for fiscal year, for the Lakeside Community Development District.

47 48

### C. Presentation of Arbitrage Series 2015 Report

49 50

51

Mr. Adams presented the report, noting that there was no cumulative relatable arbitrage liability as of July 8, 2025

On a Motion by Mr. Dexter, seconded by Ms. Brooks, with all in favor, the Board of Supervisors accepted the series 2025 arbitrage report, as presented, for the Lakeside Community Development District.

52 53

### D. Discussion of Tree Encroachment on Nesbit

54 55

The Board held a brief discussion regarding this matter. It was decided that additional information was needed before taking any formal action.

56 57 58

### E. Discussion of Lakemont Entry

59 60

The Borad indicated that it would like to see a proposal to replace the molding on the entrance sign. Ms. Brooks will take the lead on this.

61 62 63

### F. Consideration of Tree Removal Proposal on Bee Tree Court

64 65

Proposals from Dc & Sons, Elite Land, and Morris Tree were reviewed. No Board action was taken at this time.

66 67 68

### G. Consideration of District Management Services Addendum

On a Motion by Ms. Brooks, seconded by Mr. Wood with all in favor, the Board of Supervisors approved the addendum to the District Management services contract with Rizzetta & Company, Inc., for the Lakeside Community Development District.

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### FOURTH ORDER OF BUSINESS

### STAFF REPORTS

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### A. District Engineer

Ms. Palmer provided her feedback regarding the erosion in the community, confirming her objective of establishing a comprehensive plan. The Board asked that she follow up with Aquagenix about using cameras and with Pine Lake Nursery. Once Ms. Palmer confirms that the projects are complete the Board will release payment.

8	2
8	3

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### **B. AWC Waterway Inspection**

### 1. Presentation of Waterway Inspection Report

The Borad commented on aspects of the report that still need attention.

858687

88

### C. Landscape Inspection Specialist

### 1. Presentation of Landscape Inspection Reports

Ms. Brodeen presented the Field Service Report, and a brief discussion ensued.

8990

### D. Pine Lake Landscape/Irrigation Inspection

91

### 1. Presentation of Pine Lake Report

92 93 94 Mr. King responded to items noted in the inspection report, stating that while he is not satisfied with his team's work many of the items have been completed. He stated that the exposed lighting was repaired by an electrician.

95 96

Discussion was held regarding the proposal from Pine Tree to remove the dead trees on Bee Tree Court.

97 98

On a Motion by Ms. Brooks, seconded by Mr. Wood, with all in favor, the Board of Supervisors approved a not-to-exceed amount of \$5,250 for Pine Lake to remove the dead trees on Bee Tree Court and directed District Counsel to draft a letter to the residents responsible for the damage asking for reimbursement, for the Lakeside Community Development District.

99 100

### E. Property Maintenance Report

101 102 103 The Board requested that the new representative take a break at the clubhouse and talk about the Roman incident. I was noted that the district can have security cameras and counsel is working on the security camera contract.

104 105

### F. District Counsel

106 107 Ms. Rinaldi stated that she would send a letter to Seabridge regarding the removal of the fence.

108 109

### G. District Manager and Monthly Financials

110 111

### 1. Presentation of District Manager's Report

112113114

Mr. Adams presented the financial report, the website compliance audit, and status of ongoing projects.

115116

Mr. Adams reminded the Board that the next meeting was scheduled for October 1, 2025, at 6:00 p.m. at the Lakeside Amenity Center. The Board asked that he ensure that the new schedule is posted on the website.

117 118 119

120

The Board also asked that the HOA be directed to send out a letter regarding the overhanging trees on sidewalks. They also asked that a letter be sent regarding parking on the grass along Moosehead Circle.

121 122

### LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

September 3, 2025 - Minutes of Meeting
Page 4

Regular Meeting hel	nutes of the Board of Supervisors ld on August 6, 2025
The Board requested	a few minor changes.
II	ks, seconded by Mr. Wood, with all in favor, the Board of August 6, 2025, minutes, as amended, for the Lakeside District.
B. Consideration of Op	peration & Maintenance Expenditures for July 2025
The Board asked for and \$864.68.	more details on personnel checks in the amounts of \$1,749.86
Supervisors ratified July 2	ks, and seconded by Mr. Dexter, with all in favor, the Board of 2025 (\$41,320.71) Operation and Maintenance Expenditures, as a Community Development District.
SIXTH ORDER OF BUSINE	SS Supervisor Requests and Audience Comments
Ms. Brooks asked	d for an update on the additional streetlights.
SEVENTH ORDER OF BUS	SINESS Adjournment
Mr. Adams stated the Supervisors then a motion to	at if there was no more business to come before the Board of adjourn would be in order.
-	ks, and seconded by Mr. Wood, with all in favor, the Board of the meeting at 11:47 a.m., for the Lakeside Community
Secretary/Assistant Secretary	 v Chair/Vice Chairman

# Tab 9

### LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Wesley Chapel, Florida · (904) 436-6270</u>

<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

<u>www.lakesidecdd.org</u>

# Operation and Maintenance Expenditures August 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2025 through August 31, 2025. This does not include expenditures previously approved by the Board.

\$46,206.52

Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

The total items being presented:

# **Lakeside Community Development District**

## Paid Operation & Maintenance Expenditures August 1, 2025 Through August 31, 2025

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount	
Aquatic Weed Control, Inc.	300105	112382	Aquatic Maintenance 08/25	\$	2,341.00
Barbara A. Callahan	20250820-2	BC080625	Board of Supervisors Meeting 08/06/25	\$	200.00
Charles Wood	300109	CW080625	Board of Supervisors Meeting 08/06/25	\$	200.00
Christina Brooks	300110	CB080625	Board of Supervisors Meeting 08/06/25	\$	200.00
Gordon G Dexter	300111	GD080625	Board of Supervisors Meeting 08/06/25	\$	200.00
Kilinski   Van Wyk, PLLC	300114	12885	Legal Services 07/25	\$	7,015.93
Kilinski   Van Wyk, PLLC	300114	12886	Legal Services 07/25	\$	59.00
Linda Ramlot	20250820-1	LR080625	Board of Supervisors Meeting 08/06/25	\$	200.00
LLS Tax Solutions, Inc.	300115	003856	Arbitrage Calculation Series 2015 07/25	\$	500.00
Pine Lake Services, LLC	300116	7591	Install Crape Myrtles and Elms 06/25	\$	1,305.00
Pine Lake Services, LLC	300116	7667	Monthly Irrigation Services 07/25	\$	1,166.65

# **Lakeside Community Development District**

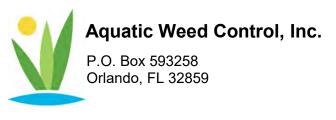
# Paid Operation & Maintenance Expenditures August 1, 2025 Through August 31, 2025

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount	
Pine Lake Services, LLC	300116	7668	Monthly Irrigation Services 07/25	\$	1,700.00
Pine Lake Services, LLC	300116	7878	Monthly Irrigation Services 08/25	\$	1,700.00
Pine Lake Services, LLC	300116	7940	Monthly Irrigation Services 08/25	\$	1,166.66
Pine Lake Services, LLC	300106	7941	Monthly Landscape Services 08/25	\$	14,633.35
Pine Lake Services, LLC	300104	7947	Irrigation Repairs 07/25	\$	413.61
Pine Lake Services, LLC	300116	7948	Irrigation Repairs 07/25	\$	1,120.69
Rizzetta & Company, Inc.	300102	INV0000101191	District Management Fees 08/25	\$	5,472.25
Rizzetta & Company, Inc.	300103	INV0000101318	Personnel Reimbursement, Amenity Management & Oversight 08/25	\$	1,718.80
Rizzetta & Company, Inc.	300108	INV0000101356	Cell Phone, Auto Mileage & Travel 07/25	\$	82.20
Rizzetta & Company, Inc.	300112	INV0000101391	Personnel Reimbursement 08/25	\$	1,108.62
Romaner Graphics	300117	22787	Repair Damage by Lightning Strike 08/25	\$	1,350.00

### **Lakeside Community Development District**

## Paid Operation & Maintenance Expenditures August 1, 2025 Through August 31, 2025

Vendor Name	ame Check # Invoice Number Invoice Description		Invoice	Invoice Amount	
Suncoast Rust Control, Inc.	300107	08093	Commercial Monthly Rust Control Service 07/25	\$	760.00
Tampa Bay Poo Patrol, LLC	300119	4028	Pet Waste Stations 08/25	\$	216.50
Valley National Bank	20250826-1	CC073125-235 ACH	Credit Card Expenses 07/25	\$	598.80
Withlacoochee River Electric Cooperative, Inc.	20250822-1	Electric Summary 07/25 ACH 235	Electric Summary 07/25	\$	777.46
Report Totals				\$	46,206.52



Phone: 407-859-2020 Fax: 407-859-3275

### **Invoice**

Date	Invoice #
8/1/2025	112382

### Bill To

Lakeside CDD c/o Rizzetta & Company, Inc. 5844 Old Pasco Road, Ste 100 Wesley Chapel, FL 33544

Customer P.O. No.	Payment Terms	Due Date
	Net 30	8/31/2025

Description	Amount
Monthly waterway service for 15 ponds, cabbage slough pond and 3 sump areas.	2,341.00
DECEIVED	
RECEIVE D 08-06-2025	

Thank you for your business.

Total	\$2,341.00
Payments/Credits	\$0.00
Balance Due	\$2,341.00

# Lakeside CDD Meeting Date: August 6, 2025 SUPERVISOR PAY REQUEST

Name of Board Supervisor	Check if paid
Charles Wood	185
Linda Ramlot	K5
Christina Brooks	165
Gordon Dexter	185
Barbara Callahan	45
(*) Does not get paid	
NOTE: Supervisors are only paid if check	ked.



### **EXTENDED MEETING TIMECARD**

Meeting Start	Time:	10:00 mm
Meeting End	Time:	9:37 0m
<b>Total Meeting</b>	Time:	3.37
	120.27	
Time Over	(3) Hours:	57 mins
Total at \$175	nor Hours	100 00
10tal at \$1/5	Del mour.	161,1 47

### ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00
Business Mileage Round Trip	
IRS Rate per Mile	\$0.700
Mileage to Charge	\$0.00

DM Signature:



### **INVOICE**

Invoice # 12885 Date: 08/13/2025 Due On: 09/12/2025

### Kilinski | Van Wyk PLLC

P.O. Box 6386 Tallahassee, Florida 32314

Lakeside CDD 5844 Old Pasco Rd. Suite 100 Wesley Chapel, FL 33544

### **Statement of Account**

	Outstanding Balance		New Charges		Payments Received		<b>Total Amount Outstanding</b>
(	\$0.00	+	\$7,015.93	) - (	\$0.00	) =	\$7,015.93

### LSCDD-01

### Lakeside CDD - General

Туре	Attorney	Date	Notes	Quantity	Rate	Discount	Total
Service	GK	07/01/2025	Prepare letter to resident regarding removal of District property, confer with District Manager regarding the same; confer with C. Brooks regarding District security powers, review County response to the same; review agenda materials, including engineering proposal, vendor and staff reports, May and June meeting minutes; prepare materials for requesting supplemental powers for the District.	3.20	\$295.00	-	\$944.00
Service	MH	07/01/2025	Review and revise draft letter to resident regarding unauthorized removal of District property.	0.40	\$325.00	-	\$130.00
Service	GK	07/02/2025	Attend Board meeting; review property	5.90	\$295.00	-	\$1,740.50

			encorachments, correspondence to the same.				
Service	MH	07/02/2025	Prepare for and attend Board meeting.	5.50	\$325.00	50.0%	\$893.75
Expense	KB	07/02/2025	Travel: Mileage - GR.	11.00	\$0.70	-	\$7.70
Service	GK	07/03/2025	Prepare letter to 13733 Newport Shores regarding property encroachment, removal of the same.	0.40	\$295.00	-	\$118.00
Service	LG	07/10/2025	Prepare draft of resolution setting hearing on updated Rules of Procedure and notices of rulemaking and rule development.	0.10	\$350.00	-	\$35.00
Service	GK	07/11/2025	Confer with District Manager regarding engineering services agreement.	0.10	\$295.00	-	\$29.50
Service	GK	07/15/2025	Prepare Continuing Professional Engineering Services Agreement with Lighthouse Engineering; confer with District Manager regarding fishing policy, review the same; review correspondence from potential erosion consultant regarding providing services to the District, requirements for the same; prepare petition to Pasco County regarding consent to special powers, finalize resolution authorizing the same.	2.70	\$295.00	-	\$796.50
Service	MH	07/15/2025	Confer with District staff and erosion consultant regarding erosion consultant status as valid registered business with the State of Florida and vendor questions regarding same.	0.50	\$325.00	-	\$162.50
Service	CD	07/16/2025	Review email from District Staff; Confer with District Staff; Research Pasco	1.60	\$185.00	-	\$296.00

			County Government relating to fees, documents, and ordinance for Special Powers; Telephone call with Attorney Blair's office; Telephone call with Ed Zotian at Pasco County; Email status update and information to District Staff. Research Pasco County publications and website for prior similar filings.				
Service	GK	07/17/2025	Review update from Pasco County regarding request for special powers.	0.20	\$295.00	-	\$59.00
Service	CD	07/17/2025	Emails to and from District Staff; Telephone call with Brad Goldstein.	0.40	\$185.00	-	\$74.00
Service	GK	07/18/2025	Review update regarding Landscape Inspection Specialist.	0.10	\$295.00	-	\$29.50
Service	GK	07/21/2025	Finalize letter to 13733 Newport Shores regarding property encroachment, removal of the same.	0.20	\$295.00	-	\$59.00
Expense	IK	07/21/2025	Certified Mail: Certified Mail to Woodall @ 13733 Newport.	1.00	\$10.48	-	\$10.48
Service	МН	07/21/2025	Review draft letter to resident regarding encroachments.	0.10	\$325.00	-	\$32.50
Service	MH	07/22/2025	Confer with District Manager regarding Ecological Improvements scope of work and contract documents, and public bids and legal procedures and requirements.	0.30	\$325.00	-	\$97.50
Service	CD	07/23/2025	Emails to and from County Attorney regarding resolution for special power; Communications with district staff regarding same. Emails to and from Planning Department.	0.60	\$185.00	-	\$111.00

Service   MH   07/24/2025   Confer with District staff regarding legal requirements for Sunshine Law, Public Records Law, ethics laws, budget public hearings, and goals and objectives.								
agenda.  Service GK 07/25/2025 Confer with District Manager regarding discussion with individual supervisors on budget public hearings. August agenda items; confer with L. Ramlot regarding budget public hearing for Fiscal Year 2026; confer with B. Woods regarding budget public hearing for Fiscal Year 2026; confer with B. Woods regarding budget public hearing for Fiscal Year 2026.  Service MH 07/25/2025 Conference calls with District staff and Supervisors regarding budget public hearing, erosion matter, Sunshine Law, and Public Records Laws.  Service GK 07/29/2025 Review and revise agreements for approved services.  Service GK 07/29/2025 Confer individually with Supervisors and District Manager regarding Fiscal Year 2026 budget, public hearing on the same; finalize agreement with Lighthouse Engineering, transmit the same.  Service CD 07/30/2025 Telephone call with District Staff; Emails to and From Pasco County Planning Services (3).  Service MH 07/30/2025 Confer with District Manager and vendor regarding consulting project; prepare and send final agreement for same.	Service	МН	07/24/2025	regarding legal requirements for Sunshine Law, Public Records Law, ethics laws, budget public hearings,	0.10	\$325.00	-	\$32.50
Manager regarding discussion with individual supervisors on budget public hearings, August agenda items; confer with L. Ramlot regarding budget public hearing for Fiscal Year 2026; confer with B. Woods regarding budget public hearing for Fiscal Year 2026.  Service MH 07/25/2025 Conference calls with District staff and Supervisors regarding budget public hearing, erosion matter, Sunshine Law, and Public Records Laws.  Service MH 07/29/2025 Review and revise agreements for approved services.  Service GK 07/29/2025 Confer individually with Supervisors and District Manager regarding Fiscal Year 2026 budget, public hearing on the same; finalize agreement with Lighthouse Engineering, transmit the same.  Service CD 07/30/2025 Telephone call with District Staff; Emails to and From Pasco County Planning Services (3).  Service MH 07/30/2025 Confer with District Manager and vendor regarding consulting project; prepare and send final agreement for same.	Service	GK	07/24/2025	_	0.10	\$295.00	-	\$29.50
District staff and Supervisors regarding budget public hearing, erosion matter, Sunshine Law, and Public Records Laws.  Service MH 07/29/2025 Review and revise agreements for approved services.  Service GK 07/29/2025 Confer individually with Supervisors and District Manager regarding Fiscal Year 2026 budget, public hearing on the same; finalize agreement with Lighthouse Engineering, transmit the same.  Service CD 07/30/2025 Telephone call with District Staff; Emails to and From Pasco County Planning Services (3).  Service MH 07/30/2025 Confer with District Manager and vendor regarding consulting project; prepare and send final agreement for same.	Service	GK	07/25/2025	Manager regarding discussion with individual supervisors on budget public hearings, August agenda items; confer with L. Ramlot regarding budget public hearing for Fiscal Year 2026; confer with B. Woods regarding budget public hearing for	1.20	\$295.00	-	\$354.00
agreements for approved services.  Service GK 07/29/2025 Confer individually with Supervisors and District Manager regarding Fiscal Year 2026 budget, public hearing on the same; finalize agreement with Lighthouse Engineering, transmit the same.  Service CD 07/30/2025 Telephone call with District Staff; Emails to and From Pasco County Planning Services (3).  Service MH 07/30/2025 Confer with District Manager and vendor regarding consulting project; prepare and send final agreement for same.	Service	МН	07/25/2025	District staff and Supervisors regarding budget public hearing, erosion matter, Sunshine Law, and Public Records	1.00	\$325.00	100.0%	\$0.00
Supervisors and District Manager regarding Fiscal Year 2026 budget, public hearing on the same; finalize agreement with Lighthouse Engineering, transmit the same.  Service CD 07/30/2025 Telephone call with District Staff; Emails to and From Pasco County Planning Services (3).  Service MH 07/30/2025 Confer with District Manager and vendor regarding consulting project; prepare and send final agreement for same.	Service	МН	07/29/2025	agreements for approved	0.40	\$325.00	-	\$130.00
District Staff; Emails to and From Pasco County Planning Services (3).  Service MH 07/30/2025 Confer with District 1.80 \$325.00 100.0% \$0.00 Manager and vendor regarding consulting project; prepare and send final agreement for same.	Service	GK	07/29/2025	Supervisors and District Manager regarding Fiscal Year 2026 budget, public hearing on the same; finalize agreement with Lighthouse Engineering,	1.80	\$295.00	-	\$531.00
Manager and vendor regarding consulting project; prepare and send final agreement for same.	Service	CD	07/30/2025	District Staff; Emails to and From Pasco County	0.70	\$185.00	-	\$129.50
Service GK 07/31/2025 Prepare and transmit 0.40 \$295.00 - \$118.00	Service	МН	07/30/2025	Manager and vendor regarding consulting project; prepare and send	1.80	\$325.00	100.0%	\$0.00
	Service	GK	07/31/2025	Prepare and transmit	0.40	\$295.00	-	\$118.00

			meorandum regarding Sunshine Law, Social Media, and Public Records.				
Service	МН	07/31/2025	Review correspondence from J. Moran regarding consulting project; confer with District staff regarding same.	0.20	\$325.00	-	\$65.00

Line Item Discount Subtotal -\$1,803.75

Total \$7,015.93



Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.



### **INVOICE**

Invoice # 12886 Date: 08/14/2025 Due On: 09/13/2025

### Kilinski | Van Wyk PLLC

P.O. Box 6386 Tallahassee, Florida 32314

Lakeside CDD 5844 Old Pasco Rd. Suite 100 Wesley Chapel, FL 33544

### **Statement of Account**

	Outstanding Balance		New Charges		Payments Received		<b>Total Amount Outstanding</b>
(	\$0.00	+	\$59.00	) - (	\$0.00	) =	\$59.00

### LSCDD-106

**Lakeside CDD - Utility Connection Coordination Project** 

Туре	Attorney	Date	Notes	Quantity	Rate	Total
Service	GK	07/11/2025	Confer with District Manager, B. Wood regarding Meadow Oaks project.	0.20	\$295.00	\$59.00
					Total	\$59.00



Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

### LLS Tax Solutions Inc.

1645 Sun City Center Plz # 5027 Sun City Center, FL 335718003 +18507540311 liscott@llstax.com

# Tax Solutions Inc. Tax - Exempt Bond Services

### INVOICE

### **BILL TO**

Lakeside Community
Development District
c/o Rizzetta & Company,
Inc.
3434 Colwell Avenue,
Suite 200
Tampa, FL 33614

DATE 08/14/2025
DUE DATE 09/13/2025
TERMS Net 30

DESCRIPTION AMOUNT

Total Billing for Arbitrage Services in connection with the \$5,635,000 Lakeside Community Development District Capital Improvement Revenue Bonds, Series 2015 – Rebatable Arbitrage Calculation for the period ended July 8, 2025.

500.00

**BALANCE DUE** 

\$500.00





pinelakellc.com

#### INVOICE

Date	Invoice No.
06/24/25	7591
Terms	Due Date
Net 30	07/24/25

### **BILL TO**

Lakeside CDD 3434 Colwell Ave Suite 200

### **PROPERTY**

Lakeside Community
Development
13739 Lakemont Drive
Hudson FL 34669

Amount Due	Enclosed
\$1,305.00	

\$0.00

\$1,305.00

Please detach top portion and return with your payment.

QTY ITEM	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL

\$1,305.00

Pine Lake Services, LLC would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at projects@pinelakeLLC.com or (813) 948-4736.

Install Crape Myrtles and Elms where trees were removed or died. Some tree covered under Warranty by Pine Lake.

 Tree Install
 \$1,305.00
 \$0.00
 \$1,305.00

 Total
 \$1,305.00
 \$0.00
 \$1,305.00





pinelakellc.com

### **INVOICE**

Date	Invoice No.
07/01/25	7667
Terms	Due Date
Net 30	07/31/25

### **BILL TO**

Lakeside CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

### PROPERTY

Lakeside Community Development 13739 Lakemont Drive Hudson, FL 34669

Amount Due	Enclosed
\$1,166.65	

	QTY ITEM	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
	#3986 - Lakeside Community Development wetlands D & E RENEWAL 24-25 July 2025		\$1,166.65	\$0.00	\$1,166.65
	#3986 - Lakeside Community Development wetlands D & E RENEWAL 24-25 July 2025		\$1,166.65	\$0.00	\$1,166.65
-	Total		\$1.166.65	\$0.00	\$1,166,65





pinelakellc.com

### INVOICE

Date	Invoice No.
07/01/25	7668
Terms	Due Date
Net 30	07/31/25

### **BILL TO**

Lakeside CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

### PROPERTY

Lakeside Community Development 13739 Lakemont Drive Hudson, FL 34669

Amount Due	Enclosed
\$1,700.00	

QTY ITEM	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
#4115 - Lakeside IRRIGATION ONLY CONTRACT RENEWAL 24-25 July 2025		\$1,700.00	\$0.00	\$1,700.00
#4115 - Lakeside IRRIGATION ONLY CONTRACT RENEWAL 24 -25 July 2025		\$1,700.00	\$0.00	\$1,700.00
Total		\$1,700.00	\$0.00	\$1,700.00





pinelakellc.com

### **INVOICE**

Date	Invoice No.
08/01/25	7878
Terms	Due Date
Net 30	08/31/25

### **BILL TO**

Lakeside CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

### PROPERTY

Lakeside Community Development 13739 Lakemont Drive Hudson, FL 34669

Amount Due	Enclosed
\$1,700.00	

QTY	ITEM	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
	#4115 - Lakeside IRRIGATION ONLY CONTRACT RENEWAL 24-25 August 2025		\$1,700.00	\$0.00	\$1,700.00
	#4115 - Lakeside IRRIGATION ONLY CONTRACT RENEWAL 24 -25 August 2025		\$1,700.00	\$0.00	\$1,700.00
	Total		\$1,700.00	\$0.00	\$1,700.00





pinelakellc.com

### INVOICE

Date	Invoice No.
08/01/25	7940
Terms	Due Date
Net 30	08/31/25

### **BILL TO**

Lakeside CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

### PROPERTY

Lakeside Community Development 13739 Lakemont Drive Hudson, FL 34669

Amount Due	Enclosed
\$1,166.66	

QTY ITEM	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
#6413 - Lakeside Community Development wetlands D & E RENEWAL 25-26 August 2025		\$1,166.66	\$0.00	\$1,166.66
#6413 - Lakeside Community Development wetlands D & E RENEWAL 25-26 August 2025		\$1,166.66	\$0.00	\$1,166.66
Total		\$1,166.66	\$0.00	\$1,166.66





pinelakellc.com

### **INVOICE**

Date	Invoice No.
08/01/25	7941
Terms	Due Date
Net 30	08/31/25

### **BILL TO**

Lakeside CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

### PROPERTY

Lakeside Community Development 13739 Lakemont Drive Hudson, FL 34669

Amount Due	Enclosed
\$14,633.35	

	QTY ITEM	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
	#6414 - Lakeside Community Development RENEWAL 25- 26 August 2025		\$14,633.35	\$0.00	\$14,633.35
	#6414 - Lakeside Community Development RENEWAL 25-26 August 2025		\$14,633.35	\$0.00	\$14,633.35
_	Total		\$14,633.35	\$0.00	\$14,633.35





pinelakellc.com

### INVOICE

Date	Invoice No.
07/31/25	7947
Terms	Due Date
Net 30	08/30/25

### **BILL TO**

Lakeside CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

### **PROPERTY**

Lakeside Community Development 13739 Lakemont Drive Hudson, FL 34669

Amount Due	Enclosed
\$413.61	

Please detach top portion and return with your payment.

QTY ITEM UNIT PRICE EXT PRICE SALES TAX LINE TOTAL \$413.61 \$0.00 \$413.61

Pine Lake Services, LLC would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at projects@pinelakeLLC.com or (813) 948-4736.

### Irrigation repairs made

Clock 2 zone 1 \$413.61 \$0.00 \$413.61

Total \$413.61 \$0.00 \$413.61





pinelakellc.com

### INVOICE

Date	Invoice No.
07/31/25	7948
Terms	Due Date
Net 30	08/30/25

### **BILL TO**

Lakeside CDD 3434 Colwell Ave Suite 200 Tampa, FL 33614

### **PROPERTY**

Lakeside Community Development 13739 Lakemont Drive Hudson, FL 34669

Amount Due	Enclosed
\$1,120.69	

Please detach top portion and return with your payment.

QTY ITEM UNIT PRICE EXT PRICE SALES TAX LINE TOTAL \$1,120.69 \$0.00 \$1,120.69

Pine Lake Services, LLC would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at projects@pinelakeLLC.com or (813) 948-4736.

### *Irrigation repairs needed 6/12/25*

 Clock 1 zone 3
 \$1,120.69
 \$0.00
 \$1,120.69

 Total
 \$1,120.69
 \$0.00
 \$1,120.69



### Invoice

Date	Invoice #
8/2/2025	INV0000101191

### Bill To:

LAKESIDE CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

	Services for the month of	Terms		Client Number
	August	Upon Re	ceipt	00235
Description		Qty	Rate	Amount
Accounting Services		1.00	\$1,434.08	\$1,434.08
Administrative Services		1.00	\$430.25	
Dissemination Services		1.00	\$500.00	
Email Accounts, Admin & Maintenance		5.00	\$20.00	
Financial & Revenue Collections		1.00	\$478.00	
Landscape Consulting Services		1.00	\$975.00	
Management Services		1.00	\$1,454.92	
Website Compliance & Management		1.00	\$100.00	\$100.00



Subtotal	\$5,472.25
Total	\$5,472.25

### Invoice

Date	Invoice #
8/2/2025	INV0000101318

### Bill To:

Description

Personnel Reimbursement

Lakeside CDD 3434 Colwell Aveue Suite 200 Tampa FL 33614

General Management & Oversight

Services for the month of	Services for the month of Terms Client Number			ient Number	
August		Upon Receipt		0	0064
		Qty	Rate	9	Amount
		1.00	\$70	8.33	\$708.33
		1.00	\$1,01	0.47	\$1,010.47

RECEIVED
08-01-2025

Subtotal	\$1,718.80
Total	\$1,718.80

### Invoice

Date	Invoice #
8/1/2025	INV0000101356

### Bill To:

Lakeside CDD 3434 Colwell Aveue Suite 200 Tampa FL 33614

	Services for the month of	Terms	Cli	ent Number
	July	Upon Rece		0064
Description		Qty	Rate	Amount
Cell Phone		50.00	\$1.00	\$50.00
Auto Mileage & Travel		32.20	\$1.00	\$32.20
	DECEIVED			<b>#</b> 22.25
	RECEIVE 08-07-2025	Subtotal		\$82.20
	100-07-2020			

Total

\$82.20

### Invoice

Date	Invoice #
8/15/2025	INV0000101391

### Bill To:

Lakeside CDD 3434 Colwell Aveue Suite 200 Tampa FL 33614

Services for the month of	Terms	S	CI	ient Number	
August	Upon Re	eceipt	0	0064	
	04:				

Description	Qty	Rate	Amount
Description Personnel Reimbursement	1.00	\$1,108.62	\$1,108.62
		<b>,</b> ,, , , , , , , , , , , , , , , , , ,	¥ 1,7 10 2 1 2 2



Subtotal	\$1,108.62
Total	\$1,108.62



### 20108 Pond Spring Way Tampa, FL 33647 813-991-6069 romanergraphics@gmail.com

### **INVOICE** # 22787

то: Lakeside	
COMPANY NAME:	
DATE:8/0/25	
Replace section of architectural foam wall cap and	
trim damaged by lightning strike.	
Repair damage to concrete.	
	-
Total:	\$1,350.00_
DECEIVED	
08062025	-
	Thank You,



### Invoice

8040 118th Avenue North Largo, FL 33773 (833) 466-7878

### **Sun Coast Rust Control**

Bill to Lakeside CDD Invoice 08093

cddinvoice@rizzetta.com **Date** Aug 1, 2025

Ship toC/o Rizzetta & CompanyDue dateAug 31, 2025

3434 Colwell Ave, Suite 200 Tampa, FL 33614 Amount due \$760.00

Commercial Service 1 \$760.00 \$760.00

Commercial: Monthly water treatment (iron/rust) and service fee for previous month.

**Subtotal** \$760.00

**Total** \$760.00

**Price Amount** 

ECEIVE Paid \$0.00

Quantity

Amount due \$760.00

Use this link to pay online: https://app02.us.bill.com/p/00802QAYWVPCLOS42xql

#### **Notes**

**Items** 

Thank you for your business.

### **Tampa Bay Poo Patrol**

913 East New Orleans Avenue Tampa, Florida 33603 (813)485-6740 tbpoopatrol@gmail.com | www.tampabaypoopatrol.com



### RECIPIENT:

### Lakeside CDD

13739 Lakemont Drive Hudson, Florida 34669

Invoice #4028	
Issued	Aug 18, 2025
Due	Sep 02, 2025
Total	\$216.50
Account Balance	\$216.50

### **August - Prorated**

Product/Service	Description	Qty.	Unit Price	Total
Pet Waste Station Maintenance	Service and maintain 8 waste stations weekly - includes removing waste, replacing liner and disposal bags. \$12.50 per station per week.	1	\$216.50	\$216.50 <b>*</b>

\* Non-taxable \* Total \$216.50 Account balance \$216.50

Thank you for your business. Please contact us with any questions regarding this invoice.

Tampa Bay Poo Patrol, LLC 861364653

Pay Now



**Lakeside CDD** 13739 Lakemont Drive Hudson, Florida 34669 **August - Prorated** 

**Invoice #:** 4028

 Due date:
 Sep 02, 2025

 Amount due:
 \$216.50

 Amount enclosed:
 \$216.50

Mail to:

**Tampa Bay Poo Patrol** 913 East New Orleans Avenue Tampa, Florida 33603



Toll Free - 1-844-626-6581

TTY 1-301-665-4443

International Collect - 1-301-665-4442

ACCOUNT SUMMARY	
Credit Limit	\$10,000.00
Credit Available	\$9,401.00
Statement Closing Date	July 31, 2025
Days in Billing Cycle	31
Previous Balance	\$0.00
Payments & Credits	\$0.04
Purchases & Other Charges	\$598.84
Balance Transfer	\$0.00
FEES CHARGED	\$0.00
INTEREST CHARGED	\$0.00
New Balance	\$598.80
Questions? Call Customer Service	

### **PAYMENT INFORMATION**

New Balance\$598.80Minimum Payment Due\$598.80Payment Due DateAugust 25, 2025



Notice: SEE REVERSE SIDE FOR MORE IMPORTANT INFORMATION

TRAN	SACTI	ONS		
Tran Date	Post Date	Reference Number	Transaction Description	Amount
		MICHELLE WHITE	\$0.00	_
		RAMON ESLAVA	\$598.80	
07/01	07/01	55432865N5S9R324Q	LOWES #00724* NEW PORT RICH FL	371.84
			MCC: 5200 MERCHANT ZIP: 346544919	
07/14	07/14	5543286635YKNPJY5	LOWES #00724* NEW PORT RICH FL	40.72
			MCC: 5200 MERCHANT ZIP: 346544919	
07/15	07/15	5543286645Z04ANEJ	AMAZON MKTPL*598QV7OT3 AMZN.COM/BILL WA	182.07
			MCC: 5942 MERCHANT ZIP:	
07/15	07/15	553087665BWTVMK2A	SHELL OIL 12399869002 SPRING HILL FL	4.21
			MCC: 5542 MERCHANT ZIP: 34606	
07/20	07/20	05587456900001MD7	RBT SHELL OIL 12399869 EASYSAVING CREDIT	0.04-
			MCC: 6532 MERCHANT ZIP:	

Please detach bottom portion and submit with payment using enclosed envelope



Valley Bank Commercial Services 180 Fountain Parkway N St Petersburg FL 33716 **PAYMENT INFORMATION** 

Payment Due Date
New Balance
Minimum Payment Due
Past Due Amount
Amount Enclosed:

August 25, 2025
\$598.80
\$598.80
\$0.00

Make Check Payable to:

> Valley Bank PLEASE DO NOT MAIL CHECKS St Petersburg FL 33716

0 0 LAKESIDE COMMUNITY DEVELOPMENT DIS 3434 COLWELL AVE SUITE 200 TAMPA FL 33614

### IMPORTANT ACCOUNT INFORMATION

\$0 - \$598.80 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 08/25/25. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

### **REWARDS SUMMARY**

Previous Cashback Balance	\$1.61	THE MORE YOU SPEND, THE MORE YOU EARN
Cashback Earned this Statement	\$1.50	\$0-\$500,000 = 0.25%
New Cashback Balance	\$3.11	\$500,001-\$1,500,000 = 0.60%
Your cashback will be award on	Mar 2026	\$1,500,00-\$4,000,000 = 0.75%
		\$4,000,001-\$12,500,000 = 0.90%
		\$12 500 001+ = 1 00%

### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	ANNUAL PERCENTAGE RATE (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	14.25% (v)	\$0.00	31	\$0.00

(v) = variable (f) = fixed

Paying Interest and Your Grace Period: We will not charge you any interest on your purchase balance on this statement if you pay your new balance amount in full by your payment due date.

Beginning August 1, 2019, the cash reward tiers on your Valley OneCard will be changing. See the table below:

Tiers	Cashback %	
\$0 - \$500,000	0.25	
\$500,001 - \$1,500,000	0.60	
\$1,500,001 - \$4,000,000	0.75	
\$4,000,001 - \$12,500,000	0.90	
\$12,500,001 +	1.00	

Your accumulated rewards will not change, however beginning August 1, rewards on additional spend will be calculated using the percentages above.

This change will not impact the timing of your rewards credit (i.e. if you were due to receive your rewards in September, you will still receive them in September).

#### INFORMATION ABOUT YOUR VALLEY ONECARD ACCOUNT

As used below, *you* and *your* refer to the accountholder (i.e., the corporate customer) and *we*, *our* and *us* refer to Valley National Bank. Your Valley OneCard is issued and credit is extended by Valley National Bank.

#### MAKING PAYMENTS

You will pay us the total amount shown as due on each Billing Statement on or before the Payment Due Date shown on that Billing Statement. If you do not make payment in full by the payment due date, in addition to our other rights under your Agreement, we may, at our option, assess a late fee and finance charge in accordance with your Agreement. There is no right to defer any payment due on an Account. In addition, you will pay us the amount of all fees and charges according to the schedule of charges currently in effect. All charges are subject to change upon 30 days prior notice, except that any increase in charges to offset any increase in fees charged to us by any supplier for services used in delivering the services covered by your Agreement may become effective in less than 30 days.

Payments will be automatically deducted from the Valley Bank [business checking account] that you have designated. Should payment not be received for any reason, you may incur additional fees and finance charges. All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn. Payments on your Account will be applied in the following order: finance charges, fees, your Account balance.

#### BALANCE COMPUTATION METHOD

[We calculate the average daily balance on your Account in two categories: (1) Purchases and (2) Cash Advances. To get the "average daily balance" for each category, we take the beginning balance of your Account for that category each day. We then add any new transactions in that category, which may include Fees and Interest. We then subtract any new payments or credits. This gives us the daily balance for each category. We then add up all the daily balances for each category for the billing cycle. We then divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for Purchases and the Average Daily Balance for Cash Advances.]

### INTEREST

In the event you do not pay your balance(s) in full by the due date, your balance(s) may be subject to an interest rate or interest charges, as further described in your Agreement. Your due date is the 25th of each month. If the 25th falls on a weekend or holiday, your payment will be due the business day before the weekend/holiday. We will not charge you interest if you pay your balance(s) in full by the due date each month.

### CREDIT BALANCE

Any credit balance on your Account] is money we owe you. You can make charges against this amount or request a full refund of the amount by calling us at the Contact Us number on the front of this statement.

#### NOTICE TO PAST-DUE CUSTOMERS:

If there is a message on this statement that your account is past due, this is an attempt to collect a debt; any information we obtain will be used for that purpose.

### WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you or a Cardholder think there is an error on your statement, call us at (844) 626-6581 international (301) 665-4442. or write to us at: PO Box 2988 Omaha, NE 68103-2988.

You must contact us within 60 days after the error appeared on your statement. Please provide us with the following information:

- Account information: Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- Description of Problem: Describe what you believe is wrong and why you believe it is a mistake.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we
  may continue to charge you interest on that amount. But, if we
  determine that we made a mistake, you will not have to pay the
  amount in question or any interest or other fees related to that
  amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

### YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR VALLEY ONECARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your Valley OneCard, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.
- You must have used your Valley OneCard for the purchase. Purchases made with cash advances do not qualify.
- 3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at PO Box 2988 Omaha, NE 68103-2988 or call us at (844) 626-6581 international (301) 665-444.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

#### TELEPHONE MONITORING AND RECORDING.

You acknowledge that telephone calls and other communications you provide to us may be monitored and recorded for training and quality control purposes. You agree that we may, and you authorize us to, monitor, record, retain and reproduce your telephone calls and any other communications you provide to us, regardless of how transmitted to us, as evidence of your authorization to act in connection with any Transaction, your Account or other service contemplated by this Agreement. We will not be liable for any losses or damages that are incurred as a result of these actions. We are not, however, under any obligation to monitor, record, retain or reproduce such items, unless required to do so by Applicable Law.

### Lakeside CDD Credit Card - Ramon Eslava Closing Date - 07/31/25

Limit \$10,000.00

Payment Date - 08/25/25

All Expenditures must be supported by receipts in order to be eligible for reimbursement. Attach all receipts to this form.

				Misc. Contingency
				001-57900-6409
Date	Vendor Name	Description	Amount	
07/01/25	Lowe's	Craftsman's Gas Pressure Washer, Hose, Ant Killer	371.84	371.84
07/14/25	Lowe's	Wood Screws, Outdoor Bags	40.72	40.72
07/15/25	Amazon	Dog Waste Refill Roll Bags, Bat House for Outdoors	182.07	182.07
07/15/25	Shell Oil	Gas	4.21	4.21
07/20/25	Shell Oil	Credit	(0.04)	(0.04)
		TOTAL	598.80	598.80

# LOWE'S"



LEARN MORE AT LOVES.COM/MYLOWESREWARDS

LOVE'S HOME CENTERS, LLC 8312 LITTLE ROAD NEW PORT RICHEY, FL 34654 (727) 859-9450

- SALE -

SALES#: FSTLANO1 5200171 TRANS#: 827908218 07-01-25

5280366	CRAFISHAN 3100PSI GAS PW	299.00
755710	HM 6X5/8-IN PP INTERIOR 1	6.98
755711	HM 6X3/4-IN PP INTERIOR 1	6.98
99584	ORTHO ORTHENE FIRE ANT KL	23.96
	2 0 11.98	
592855	AR LAVENDER AERO 2002(-10	5.98
283850	ULTRA KILL 17-0Z WASP/HOR	8.96
	2 9 4.48	
2626699	50-FT NEVERKINK HOSE	19.98

SUBTOTAL TAX: 0.00
INVOICE 75892 TOTAL: 371.84
M/C: 371.84

MC: XXXXXXXXXXXX8685 AMOUNT: 371.84 AUTHCO: 001767 TAP REFID:072441832115 07/01/25 11:12:24

> CUSTOMER CODE: NA TUR : 0000000001 AID : 00000000041010





LEARN MORE AT LOWES.COM/WYLOWESREWARDS

LOWE'S HOME CENTERS, LLC 8312 LITTLE ROAD NEW PORT RICHEY, FL 34654 (727) 859-9450

### - SALE -

SALES#: FSTLANO2 5190635 TRANS#: 65865785 07-14-25

755711 HM 6X3/4-IN PP INTERIOR 1 20.94 3 0 6.98 224272 42-0AL 24-CT 3ML CONTR CH 19.78

> SUBTOTAL: 40.72 TOTAL TAX: 0.00 INVOICE 85069 TOTAL: 40.72

M/C: 40.72



Shipping & handling: Free Shipping: Items (4):

\$170.96

-\$29.11

\$29.11

\$11.11

Estimated tax to be collected:

Order total:

\$182.07

Ramon, we're giving you Prime free for 30

days.

Tomorrow July 15 FRFF Get your Prime eligible items One-Day Delivery, Try Prime free for 30 days

### Paying with Mastercard 8685

Change payment method

Select a payment plan

Use a gift card, voucher, or promo code

### Delivering to Ramon Eslava

7658 ST ANDREWS BLVD, WEEKI WACHEE, FL, 34613-5166, United States

Change delivery address

Add delivery instructions

### Arriving Jul 16, 2025

If you order in the next 13 hours and 44 minutes



FREE One-Day Delivery with your free trial of Prime

### Yahoo Mail: Search, Organize, Conquer





weanesaay, Jul 16
FREE Two Day Delivery

Tomorrow, Jul 15 \$29.11 - One Day Delivery



Zero Waste USA 2,000
Commercial Grade Dog Waste
Station Refill Roll Bags - (Most
Popular) - 40% Thicker than
competitor brands - Fits Any Dog
Waste Station - 10 Rolls of 200
bags per roll
\$45.99 (\$4.60 / count)

& FREE Returns

Ships from Amazon.com Sold by Zero Waste USA

Disclaimers



Add gift options

Auto-deliver and save 5%

Item often ships in manufacturer's container to reduce packaging and reveals what's inside. To change, click below.

Reduce packaging, ship in manufacturer's container





The Ultimate Wooden Bat House for Outdoors - A Large Double Chamber Box Perfectly Designed to Attract Bats - Durable and Easy to Hang \$32.99 Withlacoochee River Electric Cooperative, Inc.

for Lakeside CDD

Electric Summary 07/25 AutoPay Service Dates: 07/07/25-08/05/25

Account #	Invoice Date	Amount	Due Date	Service Address	GL Code	Object Code
1544099	08/11/25	\$298.59	9/3/2025	13815 Crestlake Dr. Well	53100	4301
1544100	08/11/25	\$66.09	9/3/2025	13633 Lakemont Dr. Well	53100	4301
1544101	08/11/25	\$46.18	9/3/2025	13324 Hudson Ave -LIGHTS Six F	53100	4307
1544102	08/11/25	\$77.18	9/3/2025	13324 Hudson Ave B	53100	4301
1544103	08/11/25	\$42.32	9/3/2025	13324 Hudson Ave C	53100	4301
1544104	08/11/25	\$42.85	9/3/2025	13324 Hudson Ave D	53100	4301
1544105	08/11/25	\$41.34	9/3/2025	13647 Eastfork Lane Irrig	53100	4301
1544106	08/11/25	\$42.21	9/3/2025	13324 Hudson Ave F	53100	4301
1544107	08/11/25	\$40.27	9/3/2025	13624 Eastfork Lane Irrig	53100	4301
1544108	08/11/25	\$40.16	9/3/2025	13324 Hudson Ave A	53100	4301
1544109	08/11/25	\$40.27	9/3/2025	13510 Crest Lake Dr. Irrig	53100	4301
Total		<u>\$777.46</u>				
				001-53100-4301	\$731.28	
Grand Total		<u>\$777.46</u>		001-53100-4307	\$46.18	



Account Number 1544099 Meter Number 59783096 Customer Number 10345022 Customer Name LAKESIDE CDD F P WILLIAMS

Total Due

Bill Date Amount Due Current Charges Due 08/11/2025 298.59 09/03/2025

298.59

**District Office Serving You Bayonet Point** 

### See Reverse Side For More Information

Cycle 06

<b>F</b>			_		CTRIC SERV	ICE		
	Fro <u>Date</u> 07/07	Reading 8803	<u>Date</u> 08/05	Reading 11205	Multiplier	Dem. Reading	KW Demand	kWh Used 2402
	Previou Payment	s Balan	ce	2'	279.55			
	-	Forwar	d			_		0.00
		r Charg					39.16	
		Charge		_	46.28			
		justmen s Recei			0.04400	Τ.	05.69 7.46	
7	otal C	urrent	Charge	s				298.59

E.F.T.



## DO NOT PAY Total amount will be electronically transferred on or after 08/22/2025.

Please <b>Detach and Return</b> This Portion With Your Payment To Ensure Accurate Posting.	See Reverse Side For Mailing Instructions
	Bill Date: 08/11/2025
Use above space for address change ONLY.	-

Service Address 13815 CREST LAKE DR Service Description WELL

Service Classification General Service Non-Demand

Comparative Usage Information Average kWh Period <u>Days</u> Per Day Aug 2025 29 83 Jul 2025 32 70 Aug 2024 33 44

**BILLS ARE DUE** WHEN RENDERED A 1.5 percent, but not less than \$5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.



You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 855-938-3431. This number is WREC's Secure Pay-By-Phone system.

WITHLACOOCHEE RIVER ELECTRIC

Your Touchstone Energy® Cooperative P.O. Box 278 • Dade City, Florida 33526-0278

COOPERATIVE, INC.

District: BP06

1544099 BP06 LAKESIDE CDD F P WILLIAMS 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390

Electronic Funds Transfer on or after 08/22/2025 **TOTAL CHARGES DUE** 298.59 DO NOT PAY



Service Address

Service Description Service Classification Account Number 1544100 Meter Number 54541332 Customer Number 10345022 Customer Name LAKESIDE CDD F P WILLIAMS

Total Due

Bill Date Amount Due Current Charges Due 08/11/2025 66.09 09/03/2025

66.09

**District Office Serving You Bayonet Point** 

_		VICE				
From <u>Date</u> <u>Reading</u> 07/07 32104	Date 08/05	Reading 32345	Multiplier	Dem. Reading	KW Demand	kWh Used 241
Previous Balar Payment	nce		66. 66.31CR			
Balance Forwar		0.				
Charles Charles					20.16	
Customer Charge Energy Charge	_	<b></b>	16090	39.16 14.68		
Fuel Adjustmer		10.60				
FL Gross Recei					1.65	
Total Current			66.09			

E.F.T.



See Reverse Side For More Information

Cycle 06

1	Comparative Usage Information									
Average kWh										
ı	<u> Pe</u>	<u>eriod</u>	<u>Days</u>	Per Day						
ı	Aug	2025	29	8						
ı	Jul	2025	32	8						
	Aug	2024	33	11						

**BILLS ARE DUE** WHEN RENDERED A 1.5 percent, but not less than \$5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.



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13633 LAKEMONT DR

General Service Non-Demand

DO NOT PAY Total amount will be electronically transferred on or after 08/22/2025.

Your Payment To Ensure Accurate Posting. Bill Date: 08/11/2025

See Reverse Side For Mailing Instructions

Use above space for address change ONLY.

Please Detach and Return This Portion With

District: BP06

1544100 BP06 LAKESIDE CDD F P WILLIAMS 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390

Electronic Funds Transfer on or after 08/22/2025 **TOTAL CHARGES DUE** 66.09 DO NOT PAY



Account Number 1544101
Meter Number 336835519
Customer Number 10345022
Customer Name LAKESIDE CDD
F P WILLIAMS

Bill Date Amount Due Current Charges Due

08/11/2025 46.18 09/03/2025

<u>District Office Serving You</u> Bayonet Point

### See Reverse Side For More Information

Cycle 06

	ELECTRIC SER\	/ICE				
From To						
	Reading Multiplier 12555	Dem. Reading	KW Demand	kWh Used 56		
Previous Balance Payment	Į	56.74CR	56.74			
Balance Forward	<u> </u>					
Customer Charge		:	39.16			
Energy Charge 56 KWH (	a 0.06090		3.41			
Fuel Adjustment 56 KW			2.46			
FL Gross Receipts Tax			1.15			
Total Current Charges				46.18		
Total Due	E.F.T.			46.18		

**RECEIVE** 08-12-2025

# DO NOT PAY Total amount will be electronically transferred on or after 08/22/2025.

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.  Your Touchstone Energy* Cooperative	Please <b>Detach and Return</b> This Portion With Your Payment To Ensure Accurate Posting.	See Reverse Side For Mailing Instructions
Your Touchstone Energy* Cooperative (*) P.O. Box 278 • Dade City, Florida 33526-0278		Bill Date: 08/11/2025
	Use above space for address change ONLY.	

Service Classification General Service Non-Demand

Comparative Usage Information

Average kWh

WHEN REN

Service Address

Service Description

Average kWh
Period Days Per Day
Aug 2025 29 2
Jul 2025 32 5
Aug 2024 33 4

BILLS ARE DUE WHEN RENDERED A 1.5 percent, but not less than \$5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.



You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 855-938-3431. This number is WREC's Secure Pay-By-Phone system.

13324 HUDSON AVE

LIGHTS

District: BP06

1544101 BP06 LAKESIDE CDD F P WILLIAMS 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390

Electronic Funds Transfer on or after 08/22/2025
TOTAL CHARGES DUE 46.18
DO NOT PAY



Account Number 1544102
Meter Number 40537098
Customer Number 10345022
Customer Name LAKESIDE CDD

Bill Date Amount Due Current Charges Due 08/11/2025 77.18 09/03/2025

77.18

77.18

<u>District Office Serving You</u> Bayonet Point

### See Reverse Side For More Information

Total Current Charges

F P WILLIAMS

Cycle 06

From	ELE To	ELECTRIC SERVICE				
<u>Date</u> <u>Reading</u>	Date         Reading           08/05         27334	<u>Multiplier</u>	Dem. Reading	KW Demand	kWh Used	
Previous Balance Payment	e		132.69 132.69CR			
Balance Forward		0.00				
Customer Charge Energy Charge 3 Fuel Adjustment FL Gross Receip	344 KWH @ 0.0 344 KWH @ 0	2	39.16 20.95 L5.14 1.93			

Total Due E.F.T. RECEIVED

DO NOT PAY
Total amount will be electronically transferred on or after 08/22/2025.

Please <b>Detach and Return</b> This Portion With Your Payment To Ensure Accurate Posting.	See Reverse Side For Mailing Instructions
	Bill Date: 08/11/2025
Use above space for address change ONLY.	-

Comparative Usage Information
Average kWh
Period Days Per Day
Aug 2025 29 12

Service Address

Jul 2025

Aug 2024

Service Description

Service Classification

Days Per Day
29 12
32 27
33 20

13324 HUDSON AVE

General Service Non-Demand

**ENTRANCE** 

BILLS ARE DUE WHEN RENDERED A 1.5 percent, but not less than \$5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.



You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 855-938-3431. This number is WREC's Secure Pay-By-Phone system.

WITHLACOOCHEE RIVER ELECTRIC

Your Touchstone Energy® Cooperative P.O. Box 278 • Dade City, Florida 33526-0278

**COOPERATIVE, INC** 

District: BP06

1544102 BP06 LAKESIDE CDD F P WILLIAMS 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390

Electronic Funds Transfer on or after 08/22/2025
TOTAL CHARGES DUE 77.18
DO NOT PAY



13324 HUDSON AVE

General Service Non-Demand

**BILLS ARE DUE** 

WHEN RENDERED

A 1.5 percent, but not

will apply to unpaid

on this bill.

less than \$5, late charge

balances as of 5:00 p.m.

on the due date shown

LIGHTS

Average kWh

Per Day

1

1

1

You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 855-938-3431. This number is WREC's

Service Address

Period

Aug 2025

Jul 2025

Aug 2024

Service Description

Service Classification

Comparative Usage Information

Days

29

32

33

Secure Pay-By-Phone system.

Account Number 1544103 Meter Number 40537157 Customer Number 10345022 Customer Name LAKESIDE CDD

Cycle 06 Bill Date **Amount Due** Current Charges Due 08/11/2025 42.32 09/03/2025

**District Office Serving You Bayonet Point** 

# See Reverse Side For More Information

F P WILLIAMS

ELECTRIC SERVICE							
From			То				
<u>Date</u> 07/07	Reading 6505	<u>Date</u> 08/05	Reading 6525	<u>Multiplier</u>	Dem. Reading	KW Demand	kWh Used 20
Previou		ce	42.42CR		42.42		
Payment Balance Forward					72. 72CK		0.00
Custome	r Charo	re			3	39.16	
Energy			@ 0.06	090	_	1.22	

Fuel Adjustment 20 KWH @ 0.04400 0.88 FL Gross Receipts Tax 1.06

42.32 Total Current Charges E.F.T. 42.32 Total Due

DO NOT PAY Total amount will be electronically transferred on or after 08/22/2025.

WITHLACOOCHEE RIVER ELECTRIC **COOPERATIVE, INC** Your Touchstone Energy® Cooperative P.O. Box 278 • Dade City, Florida 33526-0278

Please Detach and Return This Portion With Your Payment To Ensure Accurate Posting.

See Reverse Side For Mailing Instructions

Bill Date: 08/11/2025

Use above space for address change ONLY.

District: BP06

1544103 BP06 LAKESIDE CDD F P WILLIAMS 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390

Electronic Funds Transfer on or after 08/22/2025 **TOTAL CHARGES DUE** 42.32 DO NOT PAY



Account Number 1544104 Meter Number 24309316 Customer Number 10345022 Customer Name LAKESIDE CDD F P WILLIAMS

Bill Date Amount Due Current Charges Due 08/11/2025 42.85 09/03/2025

**District Office Serving You Bayonet Point** 

Service Address 13324 HUDSON AVE LIGHTS

Service Description

Service Classification General Service Non-Demand

Comparative Usage Information Average kWh Period Days Per Day Aug 2025 29 1 Jul 2025 32 1 Aug 2024 33 1

**BILLS ARE DUE** WHEN RENDERED A 1.5 percent, but not less than \$5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.



You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 855-938-3431. This number is WREC's Secure Pay-By-Phone system.

#### See Reverse Side For More Information

Cycle 06

1									
	Fro <u>Date</u> 07/07	m <u>Reading</u> 7078	Date 08/05	Reading 7103	<u>Multiplier</u>	Dem. Reading	KW Demand	kWh Used	
	Previous Payment		· ·	7200		4	13.18CR	43.18	
	Balance Forward							0.00	
	Customer Charge 39.16								
	Energy ( Fuel Adg FL Gross	Charge j justmen	25 KWH t 25 K		1.52 1.10 1.07				
	Total Co		Charge		F.T.			42.85 42.85	



## DO NOT PAY Total amount will be electronically transferred on or after 08/22/2025.

WITHLACOOCHEE RIVER ELECTRIC **COOPERATIVE, INC** Your Touchstone Energy® Cooperative P.O. Box 278 • Dade City, Florida 33526-0278

Please Detach and Return This Portion With Your Payment To Ensure Accurate Posting.

See Reverse Side For Mailing Instructions

Use above space for address change ONLY.

District: BP06

1544104 BP06 LAKESIDE CDD F P WILLIAMS 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390

Electronic Funds Transfer on or after 08/22/2025 **TOTAL CHARGES DUE** 42.85 DO NOT PAY

Bill Date: 08/11/2025



Account Number 1544105
Meter Number 12048492
Customer Number 10345022
Customer Name LAKESIDE CDD

Bill Date Amount Due Current Charges Due 08/11/2025 41.34 09/03/2025

41.34

District Office Serving You Bayonet Point

# See Reverse Side For More Information

F P WILLIAMS

Total Due

Cycle 06

_ ELECTRIC SERVICE			
From To <u>Date Reading Date Reading</u> Multiplier Dem. Reading 07/07 4970 08/05 4981	g KW Demand	kWh Used 11	
Previous Balance	41.34CR	41.34	
Payment Balance Forward	41.34CR		
Customer Charge	39.16		
Energy Charge 11 KWH @ 0.06090	0.67		
Fuel Adjustment 11 KWH @ 0.04400	0.48		
FL Gross Receipts Tax	1.03		
Total Current Charges		41.34	

E.F.T.



# DO NOT PAY Total amount will be electronically transferred on or after 08/22/2025.

Please <b>Detach and Return</b> This Portion With Your Payment To Ensure Accurate Posting.	See Reverse Side For Mailing Instructions
	Bill Date: 08/11/2025
Use above space for address change ONLY.	

Service Address 13324 HUDSON AVE
Service Description LIGHTS

Service Classification General Service Non-Demand

Comparative Usage Information
Average kWh
Period Days Per Day
Aug 2025 29 0
Jul 2025 32 0
Aug 2024 33 0

BILLS ARE DUE WHEN RENDERED A 1.5 percent, but not less than \$5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.



You have 24-hour access to manage your account on-line through Smarthub at www.wrec.net. If you would like to make a payment using your credit card, please call 855-938-3431. This number is WREC's Secure Pay-By-Phone system.

WITHLACOOCHEE RIVER ELECTRIC

Your Touchstone Energy® Cooperative P.O. Box 278 • Dade City, Florida 33526-0278

COOPERATIVE, INC.

District: BP06

1544105 BP06 LAKESIDE CDD F P WILLIAMS 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390

Electronic Funds Transfer on or after 08/22/2025
TOTAL CHARGES DUE 41.34
DO NOT PAY



Account Number 1544106
Meter Number 24309317
Customer Number 10345022
Customer Name LAKESIDE CDD

F P WILLIAMS

Cycle 06 B

Bill Date Amount Due Current Charges Due 08/11/2025 42.21 09/03/2025

<u>District Office Serving You</u> Bayonet Point

Service Address 13324 HUDSON AVE

Service Description LIGHTS

Service Classification General Service Non-Demand

Comparative Usage Information							
Average kWh							
<u>Pe</u>	<u>eriod</u>	<u>Days</u> Per Da					
Aug 2025		29	1				
Jul 2025		32	1				
Aug	2024	33	1				

BILLS ARE DUE WHEN RENDERED A 1.5 percent, but not less than \$5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.



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#### See Reverse Side For More Information

ELECTRIC SERVICE							
Fro	m	Т	o				
<u>Date</u>	Reading	<u>Date</u>	Reading	<u>Multiplier</u>	Dem. Reading	KW Demand	<u>kWh Used</u>
07/07	5531	08/05	5550				19
Previou Payment		ce			4	12.32CR	42.32
Balance		d					0.00
Custome Energy Fuel Ad FL Gros	Charge justmen	19 KWH t 19 K	WH @ 0.		3	39.16 1.16 0.84 1.05	
Total C Total D		Charge		F.T.			42.21 42.21



# DO NOT PAY Total amount will be electronically transferred on or after 08/22/2025.

COOPERATIVE, INC.

Your Touchstone Energy\* Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

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See Reverse Side For Mailing Instructions

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District: BP06

1544106 BP06 LAKESIDE CDD F P WILLIAMS 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390 Electronic Funds Transfer on or after 08/22/2025
TOTAL CHARGES DUE 42.21
DO NOT PAY

Bill Date: 08/11/2025



Comparative Usage Information

<u>Days</u>

29

32

33

Secure Pay-By-Phone system.

13624 FASTFORK LN

General Service Non-Demand

**BILLS ARE DUE** 

WHEN RENDERED

A 1.5 percent, but not

will apply to unpaid

on this bill.

less than \$5, late charge

balances as of 5:00 p.m.

on the due date shown

**IRRIGATION** 

Average kWh

Per Day

0

0

0

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Service Address

Period

Aug 2025

Jul 2025

Aug 2024

Service Description

Service Classification

Account Number 1544107 Meter Number 24309355 Customer Number 10345022 Customer Name LAKESIDE CDD F P WILLIAMS

Total Due

Bill Date Amount Due Current Charges Due 08/11/2025 40.27 09/03/2025

40.27

**District Office Serving You Bayonet Point** 

#### See Reverse Side For More Information

Cycle 06

		CTRIC SERV	ICE		
From <u>Date Reading Date</u> 07/07 658 08/09		Multiplier	Dem. Reading	KW Demand	kWh Used
Previous Balance Payment		40.38 40.38CR	40.38		
Balance Forward			0.00		
Customer Charge Energy Charge 1 KW Fuel Adjustment 1 FL FL Gross Receipts	3	39.16 0.06 0.04 1.01			
Total Current Char	ges			40.27	

E.F.T.



DO NOT PAY Total amount will be electronically transferred on or after 08/22/2025.

WITHLACOOCHEE RIVER ELECTRIC Please Detach and Return This Portion With See Reverse Side For Mailing Instructions Your Payment To Ensure Accurate Posting. **COOPERATIVE, INC** Your Touchstone Energy® Cooperative Bill Date: 08/11/2025 P.O. Box 278 • Dade City, Florida 33526-0278 Use above space for address change ONLY.

District: BP06

1544107 BP06 LAKESIDE CDD F P WILLIAMS 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390

Electronic Funds Transfer on or after 08/22/2025 **TOTAL CHARGES DUE** 40.27 DO NOT PAY



Service Address

Service Description

Service Classification

Account Number 1544108 Meter Number 24309353 Customer Number 10345022 Customer Name LAKESIDE CDD

F P WILLIAMS

Bill Date Amount Due Current Charges Due 08/11/2025 40.16 09/03/2025

**District Office Serving You Bayonet Point** 

	<b>ELECTRIC SERV</b>	ICE			
From To <u>Date Reading Date Read</u> 07/07 47 08/05 47		Dem. Reading	KW Demand	kWh Used	
Previous Balance		40.16			
Payment Balance Forward		40.16CR			
Customer Charge FL Gross Receipts Tax		3	39.16 1.00		
Total Current Charges Total Due	E.F.T.			40.16 40.16	



See Reverse Side For More Information

Cycle 06

Comparative Usage Information									
	Average kWh								
<u> </u>	<u>eriod</u>	<u>Days</u>	Per Day						
Aug	2025	29	0						
Jul	2025	32	0						
Aug 2024 33 0									

**BILLS ARE DUE** WHEN RENDERED A 1.5 percent, but not less than \$5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.



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13647 FASTFORK LN

General Service Non-Demand

**IRRIGATION** 

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Bill Date: 08/11/2025

District: BP06

1544108 BP06 LAKESIDE CDD F P WILLIAMS 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390

Electronic Funds Transfer on or after 08/22/2025 **TOTAL CHARGES DUE** 40.16

DO NOT PAY



Account Number 1544109
Meter Number 24309354
Customer Number 10345022
Customer Name LAKESIDE CDD
F P WILLIAMS

Bill Date Amount Due Current Charges Due 08/11/2025 40.27 09/03/2025

<u>District Office Serving You</u> Bayonet Point

Service Address 13510 CREST LAKE DR Service Description IRRIGATION

Service Classification General Service Non-Demand

Comparative Usage Information							
Average kWh							
<u> Pe</u>	<u>eriod</u>	<u>Days</u>	<u>Per Day</u>				
Aug	2025	29	0				
Jul	2025	32	0				
Aug	2024	33	0				

BILLS ARE DUE WHEN RENDERED A 1.5 percent, but not less than \$5, late charge will apply to unpaid balances as of 5:00 p.m. on the due date shown on this bill.



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#### See Reverse Side For More Information

Cycle 06

ELECTRIC SERVICE								
	Fro <u>Date</u> 07/07	m <u>Reading</u> 507	Date 08/05	Reading 508	Multiplier	Dem. Reading	KW Demand	kWh Used
	Previou	s Balan	ce				10 160-	40.16
	Payment Balance	Forwar	d			4	10.16CR	0.00
	Custome					3	39.16	
	Energy (Fuel Ad						0.06 0.04	
	FL Gros	s Recei	pts Tax	٤.			1.01	
	Total C		Charges					40.27
	Total D	ue		Ε.	F.T.			40.27



DO NOT PAY

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COOPERATIVE, INC.

Your Touchstone Energy\* Cooperative
P.O. Box 278 • Dade City, Florida 33526-0278

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District: BP06

1544109 BP06 LAKESIDE CDD F P WILLIAMS 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390 Electronic Funds Transfer on or after 08/22/2025
TOTAL CHARGES DUE 40.27
DO NOT PAY

Bill Date: 08/11/2025