

**THE GROVES
COMMUNITY DEVELOPMENT
DISTRICT**

DECEMBER 2, 2025

AGENDA PACKAGE



The Groves

Community Development District

Board of Supervisors

Jimmy Allison, Chairman
Richard Loar, Vice Chairman
Sandy Cross, Assistant Secretary
Joel Watkins, Assistant Secretary
Jim Lewis, Assistant Secretary

District Staff

Wendi McAnn, District Manager
Kilinski / Van Wyk, District Counsel
Stephen Brletic, District Engineer
Howard Neal, Field Services Director
Clint Robinson, Assistant District Manager/Assistant Clubhouse Manager
Christian Haller, District Accountant
Tabitha Blackwelder, Administrative Assistant

Meeting Agenda

Tuesday, December 2, 2025 at 10:00 a.m.

[Join the meeting now](#)

Meeting ID: 237 585 817 201 8

Passcode: bu3GU7Uo

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Audience Comments

4. Business Items

- A. Consideration of Resolution 2026-03; FY 2026 General Election Page 3
- B. Consideration of Resolution 2026-04; Setting Hearing on Amenity Rates Page 6
- C. Consideration of Resolution 2026-05; Setting Hearing on Amended Rules and Procedures Page 8
- D. Consideration of HOA/CDD Reclaimed Water and Asset Use Agreement Page 73

5. Staff Reports

- A. Accounting Report
- B. District Counsel
 - i. Responding Documents from Accurate Electronics Page 76
- C. District Engineer
- D. Aquatics Report..... Page 115
- E. Clubhouse Manager
 - i. Clubhouse Manager Report Page 127
 - ii. Davey Q&A Report 7924 Melogold Circle Page 130
- F. District Manager

6. Business Administration

- A. Consideration of November 4, 2025, Meeting Minutes Page 138

7. Supervisors' Requests

8. Adjournment

Next regularly scheduled meeting is Tuesday, January 6, 2026, at 10:00 a.m.

District Office:

2005 Pan Am Circle, Suite 300
Tampa, FL 33607

Meeting Location:

The Groves Civic Center
7924 Melogold Circle
Land 'O Lakes, FL. 34637

RESOLUTION 2026-03

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

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

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

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

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

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Jimmy Allison	November 2026
2	Jim Lewis	November 2026
3	Richard Loar	November 2026
4	Sandy Crass	November 2028
5	Joel Watkins	November 2028

2. GENERAL ELECTION SEATS. Seat 1, Seat 2, and Seat 3 with terms expiring in November 2026 are scheduled for the General Election in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections of the seats subject to General Election for the current election year, and for each subsequent election year.

3. QUALIFICATION PROCESS. For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Pasco County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

4. COMPENSATION. Each member of the Board is entitled to receive \$200 per meeting for their attendance; up to a maximum of \$4,800 per year.

5. TERM OF OFFICE. The term of office for the individuals to be elected to the Board in the General Election is four (4) years. The newly elected Board members shall assume office on the second Tuesday following the election.

6. REQUEST TO SUPERVISOR OF ELECTIONS. The District hereby requests that the Supervisor of Elections conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor of Elections.

7. PUBLICATION. The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

8. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

9. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 2nd day of December 2026.

ATTEST:

**THE GROVES COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

Exhibit A: Sample Notice of Qualifying Period

EXHIBIT A
SAMPLE NOTICE OF QUALIFYING PERIOD

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
 FOR THE BOARD OF SUPERVISORS OF THE
 GROVES COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of The Groves Community Development District will commence at **noon on Monday, June 8, 2026, and close at noon on Friday, June 12, 2026**. Candidates must qualify for the office of Supervisor with the Pasco County Supervisor of Elections located at the **West Pasco Government Center, 8731 Citizens Dr, New Port Richey, Florida 34654**. The Supervisor of elections may be contacted by phone at (727) 847-8165. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Pasco County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

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

For additional information, please contact the Pasco County Supervisor of Elections.

Publish on or before _____, 2026*

*Note to District Manager – Deadline is at least two weeks before the start of the qualifying period.

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GROVES COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZE PUBLICATION OF NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AMENITY RATES OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Board finds it is in the District’s best interests to set a public hearing to adopt the amended and restated rates, fees, and charges set forth in **Exhibit A**, which relate to the District’s amenity facilities and operation of public improvements.

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

SECTION 1. A Public Hearing will be held to adopt amended and restated rates, fees, and charges of the District on **February 3, 2025, at 10:00 a.m., at The Groves Civic Center, 7924 Melogold Circle Land O' Lakes, FL 34637.**

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 2nd day of December, 2025.

ATTEST:

**GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Proposed Amended Amenity Rates

EXHIBIT A

Proposed Amended Amenity Rates

Proposed Rates:

	Current Rate	Proposed Rate
Annual Non-Resident User Fee	\$1800	The total of the highest annual combined debt service and operations and maintenance assessment levied on a residential property owner within the District, plus twenty percent (20%). FY 25/26 rate: \$3,325.20

RESOLUTION 2026-05

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

WHEREAS, The Groves 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 GROVES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt the District’s Amended and Restated Rules of Procedure on **February 3, 2026, at 10:00 a.m. at 924 Melogold Circle, Land O’ Lakes, Florida, 34637.**

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 2nd day of December 2025.

ATTEST:

**THE GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Proposed Amended and Restated Rules of Procedure

**RULES OF PROCEDURE
THE GROVES COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

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

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

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

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

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

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Inframark IMS, 11555 Heron Bay Blvd., Suite 201, Coral Springs, FL 33067 by telephone at (954) 603-0033, or by email at wendi.mcann@inframark.com. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

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

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

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

1. Financial Report

2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

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

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

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

- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Fire Safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

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

Rule 2.0 Rulemaking Proceedings.

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

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

 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

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

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

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

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

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

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

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

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

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

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

Rule 3.0 Competitive Purchase.

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

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

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

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

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

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

place for submitting proposals.

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

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

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

Rule 3.3 Purchase of Insurance.

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

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

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

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

(4) Reapplication and Reinstatement

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

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

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

(5) Emergency Suspension and Revocation

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

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

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

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

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

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

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

(d) Enter orders; and

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

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

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

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective [DATE], 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.

Reclaimed Water and Asset Use Agreement

Between

The Groves Golf and Country Club Master Association, Inc. (HOA)

and

The Groves Community Development District (CDD)

Effective Date: This Agreement shall become effective upon ratification and approval by both the HOA and CDD Boards.

Recitals

WHEREAS, both the HOA and the CDD utilize reclaimed water for irrigation within The Groves Golf and Country Club community; and

WHEREAS, both parties desire to establish a clear understanding of financial responsibility for reclaimed water usage; and

WHEREAS, in consideration of the HOA assuming full financial responsibility for reclaimed water costs, the CDD agrees to grant the HOA a license to utilize certain CDD-owned assets for the ongoing operation of the golf course and related amenities;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Reclaimed Water Cost Responsibility

Effective upon ratification and approval of this Agreement:

- The HOA shall assume one hundred percent (100%) responsibility for all reclaimed water costs.
- This responsibility applies solely to reclaimed water and does not include potable water, stormwater management, or other utilities or services.

2. License to Utilize CDD Assets

In consideration of the HOA assuming reclaimed water costs, the CDD hereby grants to the HOA a non-exclusive license to utilize the following CDD-owned assets for community operations and golf course activities:

CDD Asset	Annual License Value
Pro Shop	\$1 per year
HOA Administrative Offices	\$1 per year
Maintenance Facility	\$1 per year
Putting Green	\$1 per year
Aqua Range	\$1 per year

This license permits the HOA to operate and manage the above facilities for the benefit of The Groves community and its members, subject to applicable laws and policies.

3. Term

This Agreement shall remain in effect unless and until amended or terminated by mutual written agreement of both parties.

4. Operation

The HOA shall be responsible for the routine operation of the licensed facilities listed above.

The CDD shall retain ownership of all such assets and may inspect them periodically to ensure they are in acceptable condition.

If, in the future, the HOA and CDD enter into a cost-sharing agreement for the repair of the CDD-owned community irrigation system, such agreement shall be incorporated by reference into this Agreement and shall become an integral part of it.

The parties agree that any future cost-sharing arrangement shall be negotiated in good faith and documented by written amendment.

5. Amendment

This Agreement may be amended only by a written instrument executed by duly authorized representatives of both the HOA and the CDD.

6. Execution

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

For The Groves Golf and Country Club Master Association, Inc. (HOA)

By: _____

Date: _____

Name: _____

Title: _____

For The Groves Community Development District (CDD)

By: _____

Date: _____

Name: _____

Title: _____



9225 ULMERTON ROAD, SUITE 410
LARGO, FL 33771
PHONE: (727) 533-0295
FAX: (727) 518-1995

November 17, 2025

Kilinski Van Wyk
C/O: Lauren Gentry Phone: 877-350-0372 E-mail:
517 E. College Ave
Tallahassee, FL 32301

RE: Groves Golf and Country Club Front Gates; **Contract #020525-CGCC-R2**
CHAPTER 588 NOTICE: Deficiencies in workmanship and or material complaint
Owner: The Groves Community Development District.

This letter shall serve as Accurate Electronics, Inc, formal response to this claim of defect in workmanship and or material. Accurate Electronics disputes these claims based on the following case facts.

RESIDENT LANE:

1. **RESIDENT LANE TOWER: Case Fact:** Please refer to the contract documents attached. Accurate fulfilled our contractual obligation as written with a completed, accepted and signed walk-through sheet by the client. Any service-related issues after the fact would be taken care of under our warranty policy per the contract terms and conditions. At the time of the walk-through the batteries opened the gates. If the batteries need to be replaced, AE would replace them under warranty as they are covered for 1-year. Please note, labeling batteries is not a requirement. The project has an install date which is also written inside the gate operator. **Also note:** Owner has modified the factory spec gate arm by adding a stop sign. Adding this stop sign changes the factory calibrations of the gate arm, weight of the arm, provides additional stress on the output shaft, gear reducer, and wind load on the gate arm. Modifying the machine from factory specification voids the factory warranty and AE labor warranty.

Barcode Reader not reporting back to any system: Case Fact: The BAI barcode Scanner is not part of our scope of work and pre-existing on the client pre-existing Linear Emerge system. Client specifically asked that AE NOT rewire to the new WXL Call box and wanted to keep the BAI scanner on their Emerge system as admitted in your complaint. While onsite during our walk-through, our PM Nick Neel noticed the Barcode scanner was not working with the Linear Emerge panel, Nick put the BAI scanner in good read mode so people could get in using the scanner. Clinton Robinson, the Association Assistant District Manager was present and was informed that the community needs to contact their vendor that works on the Emerge system. This is not an Accurate service issue or part of our contract. Also noteworthy, the back gate BAI is already on Good Read set up by the owners Access company that works on the Emerge panel.

2. **RESIDENT LANE SWING GATE: Case Fact:** Please refer to the contract documents which specify Door King 6500 Swing gate operators. Nowhere in the contract documents or item description does it state battery back-up for the swing gate operators. Please note: All gate operators have a manual disconnect to be opened during a power failure or electronic failure.
HINGES: Please refer to the contract documents. Nowhere does it state that zerk fitted hinges would be installed. Opinion based accusation which lacks all merit. Sealed heavy duty ball bearing hinges were used that do not require greasing.

VISITOR LANE:

1. **TOWER: Case Fact:** Please refer to the contract documents where it clearly states exiting traffic loops are to be used Page 2 Note #8. Gate arm, was damaged by a vehicle due to their negligence and not a failed loop. Loop Meg good when tested during install. Please also refer to the contract page 2 NOTE #2. **Also note:** Owner has modified the factory spec gate arm by adding a stop sign. Adding this stop sign changes the factory calibrations of the gate arm, weight of the arm, provides additional stress on the output shaft, gear reducer, and wind load on the gate arm. Modifying the machine from factory specification voids the factory warranty and AE labor warranty.
2. **SWING GATE: Case Fact:** Please refer to the contract documents which specify Door King 6500 Swing gate operators. Nowhere in the contract documents or item description does it state battery back-up for the swing gate operators. Please note: All gate operators have a manual disconnect to be opened during a power failure or electronic failure.
HINGES: Please refer to the contract documents. Nowhere does it state that zerk fitted hinges would be installed. Sealed heavy duty ball bearing hinges were used that do not require greasing.

EXIT GUARD SIDE:

3. **TOWER: Case Fact:** Please refer to the contract documents attached. Accurate fulfilled our contractual obligation as written with a completed, accepted and signed walk-through sheet by the client. Any service-related issues after the fact would be taken care of under our warranty policy per the contract terms and conditions. At the time of the walk-through the batteries opened the gates. If the batteries need to be replaced, AE would replace them under warranty as they are covered for 1-year. Please note, labeling batteries is not a requirement. The project has an install date which is also written inside the gate operator. **Also note:** Owner has modified the factory spec gate arm by adding a stop sign. Adding this stop sign changes the factory calibrations of the gate arm, weight of the arm, provides additional stress on the output shaft, gear reducer, and wind load on the gate arm. Modifying the machine from factory specification voids the factory warranty and AE labor warranty.

EXIT SIDEWALK SIDE:

4. **TOWER: Case Fact:** Please refer to the contract documents attached. Accurate fulfilled our contractual obligation as written with a completed, accepted and signed walk-through sheet by the client. Any service-related issues after the fact would be taken care of under our warranty policy per the contract terms and conditions. At the time of the walk-through the batteries opened the gates. If the batteries need to be replaced, AE would replace them under warranty as they are covered for 1-year. Please note, labeling batteries is not a requirement. The project has an install date which is also written inside the gate operator. **CLAIM:** "Exit Loops too Close to Speed bumps" This is strictly an opinion and has NO bearing on the project, project scope of work or functionality of the gate. I would also add, speed bumps were installed by owner, not Accurate. Please be advised that traffic loops are placed in accordance with gate operator manufacture specifications and not determined by the location of speed bumps.
Also note: Owner has modified the factory spec gate arm by adding a stop sign. Adding this stop sign changes the factory calibrations of the gate arm, weight of the arm, provides additional stress on the output shaft, gear reducer, and wind load on the gate arm. Modifying the machine from factory specification voids the factory warranty and AE labor warranty.
5. **SWING GATE: Case Fact:** Please refer to the contract documents which specify Door King 6500 Swing gate operators. Nowhere in the contract documents or item description does it state battery back-up for the swing gate operators. Please note: All gate operators have a manual disconnect to be opened during a power failure or electronic failure.
HINGES: Please refer to the contract documents. Nowhere does it state that zerk fitted hinges would be installed. Sealed heavy duty ball bearing hinges were used that do not require greasing.

GOLF CART GATE:

6. **Statement reads this gate has (2) RFID readers tied to the CellGate Call box.** This statement is incorrect. The Golf cart gate has (1) RFID Reader and is free exit. The stand-alone keypads are per the contract and NOT supposed to be accessed through CellGate.

Most bullet points have already been addressed. I defer you to the contract documents and advise you to read them carefully before proceeding down this path and recommend you govern yourself accordingly.

Bullet points not addressed above I will address below:

1. **“Gate arm and swing gate isolation to save on swing gate usage”:** Again, not part of the contract documents or scope of work.
2. **“Access Control for Resident Lane”.** Not part of this contract or scope of work. Linear Emerge panel not managed by Accurate.
3. **“Workmanship fencing. Functional with no grease points”:** Opinion based as Grease fitted hinges were not specified in our contract. Asked and answered. If you have a hinge that is making an abnormal noise, it would be looked at for warranty evaluation. I would defer to the contract documents and signed walk-through on the project.
4. **“Gate arm breakaway, once the bar breaks, is the swing gate supposed to stop?”** Please defer to the contract documents. Nowhere in the contract does it stipulate that the barrier gate operator arms are monitored and not part of our scope of work. Nor does the DK have the ability to alert the swing gate that the barrier gate was hit. Vandalism of a gate being hit by a vehicle is not an installation deficiency, its vandalism causing property damage not covered by manufactures warranty or AE labor guarantee.

ADDITIONAL DEFICIENCIES AND SERVICE CONCERNS**SERVICE CONCERNS:**

1. Gate was damaged by driver error hitting the gate damaging the gate arm. This is considered vandalism and not a warranty issue. Please refer to your contract documents Page 2 Note #2. Regarding the back-ordered part from Doorking, we have no control over manufacture back orders on parts. AE provided an alternate to get the gate operator fixed faster due to the factory back-order which was approved and completed.
NOTE: Your statement that the gate arm should never close on a vehicle is categorically false and opinion based. The traffic loop under the arm is called a RESET loop which is designed to CLOSE the gate as the vehicle passes over the loop. It is for security, NOT safety, that is why it is called an anti-tailgate system. Barrier gate and loop are functioning per manufacture specification.
2. I will defer to the walk-through as all features and functionality was working correctly. The wire harness had a small scrape on it and was fully functional. AE replaced it as a precaution.
3. **NOTE:** Doorking is a California Based company and all parts come from California. If the client wants spare parts on hand, we would be happy to provide a list of items they can purchase to have as emergency swap out parts. Nowhere in our contract documents does it state we will have spare parts on hand for the client. The issue was a bad LED power supply which AE replaced under warranty. Issue was already resolved.
4. **Visitor Entry barrier arm: “Small dent in LED noticed during walk-through.”** NOTE: This is the SAME operator and arm that was hit by a vehicle. AE replaced this arm for FREE even after it was hit by the vehicle since we were going to replace it anyway due to the dent listed in the punch list. This item is closed with NO other punch list items open. Please refer to close out signed walk-through sheets.

SERVICE CONCERNS CONTINUED:

5. **Compromising security due to golf cart gate being open:** NOTE: Nothing in our contract stipulates or implies that we provide physical security or that the slide gate provides physical security. NOTE: The 14-days was caused by a direct request from the CDD after both databases were created, to merge the back HOA gate TagMaster information to the Front Gate CDD. This took my programming dept and Cellgate 14-days to complete and the CDD was not charged for this change or additional work provided by my team. This would have been much easier and quicker had the association requested this up front.
6. Asked and answered. Pg1 #1.
7. Statement of opinion. Client requested a timing change, AE provided. Request fulfilled. This is a system adjustment based on owner preference, not a defect in workmanship.
8. **Power outage 10-12-2025:** Per the contract the DK barrier gates have battery back-up. If they fail, a service call is needed. The DK swing gate operators do not state they have battery back-up in our contract and can be manually disconnected during a power outage. The maintenance contract for this property does not start until November this year. Due to your legal Notice, we cannot come onto the property to perform the maintenance. This is a breach of the Maintenance Contract by your client.
9. As stated, and admitted by your client, AE covered the service call under warranty and resolved issue.
10. The gate operators are DoorKing, not Viking. I would defer to the contract documents as the DK 6500 operators are listed. The item description and Scope of work never state the DK swing gate operators would have battery back-up.
11. This statement is FALSE: Damage caused to a gate by vehicles hitting it is out of our control and not a defect in workmanship and or material. The gate operators are functioning per manufacture specifications. The breakaway arm is not designed to protect the swing gate, its designed to protect the barrier operator from further damage. Per manufacture design, there is no output to tell the swing gates that the barrier gate just got hit by a car. Also stated prior, there is nothing in our contract that stipulates we are monitoring the barrier arms.
12. Please defer to the contract documents. Nowhere does it state this feature will be provided. I also addressed this prior; DK does not have this feature as part of their design and for good reason. Example: if you could just walk up and push the barrier arm open and have the swing gate automatically open, then anyone could just drive into your community. By essence, you just defeated the purpose of having a gate.
13. Asked and answered. Please defer to the contract document page 2 note #4 and under "Scope of Work" page 3 under "New Drive Entrance gate" paragraph 2.
14. **BACK GATES:** Client deleted the new DoorKing Barrier gates from this location and wanted to use their existing Liftmaster Barrier gates. Change order #040324-GGCC Dated April 3, 2024. Please refer to the contract documents as these are pre-existing gate operators and NOT part of our scope of work. If the batteries in their old existing barrier gates went bad, then it is a service call to replace them outside the scope of this contract.

SUMMARY OF INCIDENTS REFLECT SYSTEMIC ISSUES WITH ACCURATE ELECTRONICS' SERVICES INCLUDING:

1. **Lack of part availability:** Note: AE quoted all Viking and Liftmaster equipment. Client requested all Doorking equipment because they liked the DK arms better than the Liftmaster. Accurate Electronics is not the manufacture and we have no control over part availability.
2. **Poor response times:** Matter of opinion. AE is not in control of manufacture parts availability. Also note: Client was in breach of contract 75-days past due and was put on the "Do Not Service List". Their Breach of Contract caused delays.
3. **Delays in replacing damaged products:** See response #1 on this page.
4. **Bypassing of security measures:** FALSE. While onsite for our scope of work, your BAI scanner was not working. As a courtesy and at NO CHARGE, AE put the BAI in good read because your existing Emerge panel serviced by others was not working. Clinton Robinson was onsite with Nick when this was done. Nick informed Clinton to call your Emerge company to fix. This is not an Accurate issue. As previously stated, the back gate was already in Good Read mode by the Emerge company as well.
5. **Lack of follow up on service and security matters:** False. Client was put on no-service due to account being past due 75-days. This was a breach of contract by the client under the payment terms and conditions. Client has since brought their account current as of November 4th. Delays caused by owner not paying.
6. **Lack of communication:** Matter of opinion and lacks specific details to address.
7. **Excessive customer inquiries required for service needs and follow up:** Matter of opinion and lacks specific details to address
8. **Questionable service Quality after the sale:** Please refer to answer #5. Service was put on hold due to non-payment.
9. **Poor Workmanship:** Statement of opinion. We strongly disagree. I would inform the client to defer to the signed walk-through acceptance sheets where there are NO punch list items listed other than a single small dent in a barrier arm which AE replaced for free even after it was hit by a vehicle. No evidence has been provided that any workmanship is poor nor was anything stipulated on a punch list back in August when the project was completed.
10. **Used parts or loops:** FALSE: Please defer to the contract where it clearly stipulates existing items to be used. Client also wanted to re-use existing barrier gates at the back-gate location. AE did not install any USED parts, they were pre-existing and noted to be re-used per the contract terms and scope of work.
11. **Poor or no training on the operation or understanding of equipment:** FALSE. Please see the walk-through sheets where we walked the client through all features and how the gate works. CellGate training was also provided to Clinton and board members on prior projects completed before this project. If the board would like further training on how the gates work, we would be happy to accommodate an onsite in person or zoom meeting.

In closing, the complaints brought against AE are categorically false and nonsensical. We do not recognize the third-party report as an expert evaluation as it is highly opinionated and lacks all merit and evidence to substantiate their claims. Please also be advised, by having a third-party go through the equipment that is under manufacture and AE warranty period, per the contract terms and conditions Note #13 under section **“Service by non-Accurate Personnel”**, this can void your warranty. The unidentified third party is not an authorized representative of Accurate. If the community has a concern, per the contract documents, they should report it and it will be evaluated by Accurate personnel to maintain your warranty.

Closing case facts:

1. Your client was in breach of contract for non-payment during this time-period 75-days past due placing all warranty work and service on hold until account was finally brought current November 4th.
2. Your client is in breach of contract under the warranty terms and conditions for having a third-party company service the gates.
3. Your client modified the barrier gate arms from factory specifications by adding additional weight with the stop signs voiding their factory warranty and AE Labor warranty. This was done without our knowledge or consent and after the project was signed off on. Adding additional weight to the gate operator arm affects the functionality of the barrier gate operator.
4. Maintenance program has not started yet. First invoice was billed to the client in Sept 2025 which makes the first Maintenance due this month, November 2025.
5. Barrier gates listed in this complaint are not part of the Contract #020525-GGCC-R2, they are from a completely different contract #022024-GGCC-B. I have attached for your records and so you can reference the scope of work, terms, and conditions & job specific notes as called out in this formal response.
6. Project was completed, accepted, and signed off on August 6th, 2025 by the client. Supporting walk-through sheets attached with contract documents.

It is our intention to resolve ANY warranty issue now that your client has brought their account current and is no longer in breach of contract per the payment terms. With that said, if the client wishes to conduct business by using lawfare as a weapon, make these ridiculous baseless claims against my firm, I will have no choice but to hold them to the LETTER of the contract terms and conditions, terminate them as a client, void all warranties, and pursue all legal remedies for their continued breach of contract.

Please note, this is not how Accurate conducts business as we truly care about our clients and want to provide the highest level of service and support. When a client fails to pay their bills, becomes delinquent to the point of the account being put on **“NO SERVICE”**, then complains about the level of service, respectfully, it is a little disingenuous and insulting!

Since November 4th when the account was brought current, we now know that several DK Barrier gate operator batteries need to be replaced. This is probably due to the client putting this project on hold for approximately a year while the barrier gates sat in our warehouse. Sometimes this will deplete the batteries capability to recharge when used. I will remind you that they were functional 4-months ago when the walk-through took place and the project was signed off on. This is not a deficiency, this is warranty/ maintenance issue. Accurate recognizes that the client would like the DK swing gates to have Battery Back-up and this was not provided as an option. Because my sales team member did not offer it as an option, as a courtesy to the client and goodwill gesture, I will provide the DK Battery back-up inverters for these swing gate operators at no cost to the client. NOTE: Client is responsible for having their electrician connect. This is a limited time offer and only offered if your client completely drops this threat of a lawsuit or claims of deficiencies in material and or workmanship, which are categorically false. Should this matter escalate to my attorney, all offers on the table would be rescinded.

Per your NOTICE DEMAND: Please consider this our formal request to provide the warranty service outlined above. We are also scheduled to perform the 1st Maintenance in the month of November for the front and back gates. We also need permission to proceed with the maintenance. Please be advised, if warranty work and maintenance contract service request is rejected, your client would be in breach of contract, void all warranty with AE and be in breach of the Maintenance contract subject to the termination and penalty clause.

Furthermore, please consider this notice under **Florida Statute 57.105** that if this frivolous complaint is filed, I will be seeking formal sanctions from The Groves Community Development District, in addition to legal fees and costs for the filing of a frivolous lawsuit.

We eagerly await your clients response and are hopeful we can move forward in a positive light creating a long term mutually beneficial relationship. Which is always our highest priority!

Respectfully

Derik Palmer

Derik Palmer
President/CEO

Attachments & supporting documents:

1. Contract #020525-GGCC-R2 (Doorking Swing gates)
2. Signed Walk-Through sheet for Contract #020525-GGCC-R2
3. Contract #022024-GGCC-B. (Doorking Barrier gate Operators)
4. Signed Walk-Through sheet for Contract #022024-GGCC-B
5. Change Order #040324-GGCC (Removal of back gate DK barrier gate operators from Contract)
6. Owner Signed and executed Addendum to Contract #022024-CCGG-B (barrier gates)
7. COI
8. Copy of KVV Chapter 588 Notice
9. Photo: Visitor lane Reset loop under barrier Meg reading at time of install.

CONTRACT#020525-GGCC-R2

ACCURATE ELECTRONICS

9225 ULMERTON ROAD, SUITE 410 ◆ LARGO, FL 33771

◆ PINELLAS (727)-533-0295 ◆ HILLSBOROUGH (813) 983-9131 ◆ SARASOTA (941) 952-1088

◆ FT. MYERS (239) 332-8700 ◆ ORLANDO (407) 203-2620

WWW.AEAccess.com

February 21, 2025

Prepared by: PF/DP

Groves Golf and Country Club
7924 Melogold Cir
Land O Lakes, FL

C/O: Clinton Robinson

Phone: (813) 428-4214

E-Mail: CLINTON.ROBINSON@INFRAMARK.COM

RE: Install new commercial-grade fencing at the main front entrance and exit locations. Install two ornamental, commercial-grade, double swing gates for the entrance and exit. These will mirror the new gates that were just put in at the back location. Relocate the Barrier Arm Operators at the exit side for anti-tailgating features. Install a golf cart slide gate at the sidewalk on the exit side. Install the TagMaster XT-5 reader for free-hand ingress for golf carts. Install two stand-alone keypads at the slide gate for golf carts that do not have a TagMaster Tag.

EQUIPMENT LIST:**THIS PAGE IS LEFT BLANK INTENTIONALLY.**ACCEPT: ■ INITIAL: CRC

CONTRACT#020525-GGCC-R2

AE.

QTY	Item description	COST	Disc Cost
4-	Doorking 6500 commercial-grade swing gate operators	\$18,956.24	\$16,940.95
1-	Viking L-3 commercial-grade slide gate operator (golf cart slide gate)	\$4,190.12	\$3,072.75
1-	Tagmaster XT-5 Long Range Prox Reader (hands-free ingress)	\$6,598.24	\$4,904.16
1-	Tagmaster XT-5 universal mount	\$355.00	\$267.00
1-	Tagmaster XT-5 25' multi-puopse cable		Included
1-	Tagmaster XT-5 power supplies	\$125.98	\$89.16
1-	Sure-Fi wireless Wiegand kit for XT-5 Reader	\$1,598.33	\$1,373.61
7-	24x24x24 (deep) concrete operator pads	\$4,298.36	\$3,150.00
4-	Millers Edge 4' aluminum channel	\$165.77	\$114.40
4-	Millers Safety Edge 4' (REQUIRED BY UL CODE 325)	\$985.65	\$789.12
2-	4X4 6' aluminum posts (approx4ft exposed for AK-11 keypads)	\$795.00	\$680.00
2-	Linear AK-11 wireless stand-alone keypads (cart slide gate)	\$1,123.97	\$821.62
2-	Photo Safety Beam w/ weather hood, reflector (UL CODE 325) slide gate	\$790.56	\$620.00
1-	4x4 4' aluminum post (2ft exposed) slide gate's back track reflector	\$365.87	\$231.46
8-	Traffic Safety Loop under asphalt (8x4) re-set, shadow, outside, inside,free exit		\$4,640.00
2-	Traffic Safety Loops in concrete (3x4, free exit, outside safety) golf cart slide	\$1,260.00	\$1,134.00
10-	Vehicle loop detectors:	\$2,140.00	\$1,926.00
2-	6x8x4 outdoor NEMA boxes for Sure-Fi	\$125.00	\$50.00
9-	DTK 120 VAC operator surge protection	\$1,200.00	\$810.00
4-	SAMS wiring for anti-tailgating function	\$205.00	\$100.00
	Freight:	\$375.00	\$250.00
1-	Initial site meeting with electrical contractor to layout project:		\$1,255.00
	Labor/Misc. mounting hardware:		\$11,545.00
FABRICATE THICK WALL ALUMINUM ALL WELDED PRODUCT			
1-	228'X 6' (high) commercial-grade, ornamental fencing, 4.75" on center w/ quad finials, double powder coated satin black, posts will be core drilled and concreted in.		
4-	12'x6', commercial-grade, ornamental swing gates, 4.75" on center w/ quad finials, end posts will be steel, heavy duty hinges, double powder coat blk, royal arch up to 18 inches from the 6ft shoulder.		
1-	8'x6' (high, 5ft gate w/ 3ft tail) Slide Gate for Golf Cart path to match everything, Labor:		\$47,739.38
TOTAL JOB COST WITH ALL APPLICABLE TAXES:			\$102,503.61

TO BE PROVIDED BY OWNER:

- Owner's electrician to bring power and LV conduit at sites designated by Accurate.
- GC, Architectural and Engineered stamped drawings and permit if required by local AHJ.
- All landscaping, irrigation, and utility repairs and or relocates as necessary for proposed scope of work.
- All traffic control during proposed work.

NOTES:

- YEAR MANUFACTURE WARRANTY ON DOORKING OPERATORS. 1-YEAR LIMITED MANUFACTURE WARRANTY ON ALL INSTALLED PARTS. 1-YEAR ACCURATE GUARANTEE ON LABOR.**
ACCURATE ELECTRONICS SHALL ACCEPT NO RESPONSIBILITY FOR GATE CLOSURE PEDESTRIANS AND OR VEHICLES. ACCURATE ELECTRONICS SHALL NOT BE HELD RESPONSIBLE IF ANY EMERGENCY VEHICLE IS DELAYED OR DENIED ACCESS DUE TO A CLOSED GATE.

ACCEPT: ■ INITIAL: CRC

CONTRACT#020525-GGCC-R2

AE.

NOTES CONTINUED:

2. ALL CONDUIT, CABLE, PLUMBING LINES TO BE MARKED BY THE OWNER. Accurate is not responsible for damage to unmarked or otherwise unknown pipes, conduits, underground utilities, gas lines etc.
ESTIMATE DOES NOT INCLUDE; PERMITS, PERMIT FEES, INSPECTION FEES, BONDING, ENGINEERING, TREE BARRICADES, LAY-OUT OR GRADE STAKING (ACCEPT AS NOTED), TESTING, WELLPOINT DEWATERING, AS-BUILT PLAN OR SURVEY SIGNED AND SEALED BY A LICENSED OR REGISTERED SURVEYOR, IRRIGATION, LANDSCAPING, RELOCATE OR REPLACE TREES, BUSHES, OR LANDSCAPING IN CONFLICT WITH PROPOSED CONSTRUCTION.
A one-time system training is to be held on-site on the same day of completion of the job. If additional offsite training is needed, an additional service charge will be billed at our normal hourly service rates.
Programming of the database is not included.
Surge protection is highly recommended however in no way does this guarantee that damage will not occur.
3. **Local** AHJ has the final say for all emergency ingress devices. If any additional emergency ingress devices are required by AHJ then there will be a written change order above and beyond the cost listed above.
4. To be re-used: the guard's toggle switch for the visitor gates, power, both entry barrier gate concrete pads, 2 Reset traffic loops under barrier arms at entry lane, all LV wiring. If Accurate cannot reuse existing, a change order will be generated. NOTE: There are no guard controls for exit gates.
5. Signed contract #0220245-GGCC-B will need to be completed before this job is done. The Watchman WXL will need to be installed for the XT-5 Reader to work properly.
6. Tags are recommended to be installed by management only to ensure proper location and installation. Accurate is not responsible for issues with good reads due to user misplacement of tags.
7. Due to the wide range of vehicle make and models Accurate cannot guarantee tag compatibility with every vehicle. Depending on headlamp space and custom work such as ceramic coating, some vehicles may require a different model tag. Tags should be installed on the passenger's side headlamp or under the side mirror.
8. Some surface-mounted conduit may be used. Painting of conduit is to be done by others.

SCOPE OF WORK:**New Drive Entrance Gate:**

1. Install one swing gate (12' wide x 6' tall) at the visitor and one at the resident side lane to swing into the property approx. 6ft from the existing Barrier Arm Operators. Wire as independent operation. Install one Millers Edge at the end of each gate leaf.
2. Cut two Traffic Loops 4x8 in asphalt to provide: (2) shadow loops for new entry swing gates. NOTE: existing reset loops under existing barrier gates to be re-used.

New Drive Exit Gate:

3. Install one new swing gate (12' wide x 6' tall) to swing out of the property at each exit lane. Wire to open independently. Install to line up with the new entrance swing gates and island fencing. Install one Millers Edges at the end of each gate leaf.
4. Move the new Barrier Arm Operators approx. 6ft from the new double swing gates for anti-tailgating. Wire independently with each exit lane swing gate operator.
5. Cut Traffic Loops in asphalt to provide: (2) 4x4 re-set loops under barrier gates, (2) 4x8 shadow loops under swing gates, (2) free 4x4 Free Exit loops

Fencing:

6. Install 31ft x 6ft (high) fence at the entrance resident side from the new double swing gates to the pond.
7. Install 18ft x 6ft (high) fence across the middle island, lining up with the new double swing gates.
8. Install 18ft x 6ft (high) fence on the exit side from the road to the sidewalk.
9. Install 5ft x 6ft (high) fence from the sidewalk to the edge of the vegetation.

Golf Cart Slide Gate:

10. Install the new golf cart slide gate (8ft long x 6ft high) at the sidewalk. 8ft long gate will provide a 5' drive opening.
11. Install the new Viking L-3 Slide Gate Operator. Install the two photo safety beams.
12. Install two Traffic Safety Loops 3x4 in concrete for free exit and outside safety.
13. Install the XT-5 Long Range Prox Reader at the top of the gate post. Install the Sure-Fi Wireless Wiegand bridge.
14. Install two 6ft posts (approx. 4ft exposed, 6ft away from the slide gate) on the inside and outside of the slide gate. Install one AK-11 stand-alone keypad on each. This will be for golf carts that do not have a TagMaster Tag installed on them.

ACCEPT: ■ INITIAL: CRC

AE.

RFID TAG PRICING ARE SOLD SEPARATELY FROM THIS CONTRACT:

EXTERNAL HEADLAMP TRANSPONDER: COST: \$11.00 + TAX & FREIGHT (min 100)

NOTE: external applications are needed with some vehicles that have a high amount of titanium in the glass or for people that refuse to attach anything to the windshield. (MSRP \$22.00)

QTY ORDERED: 0 X 7% TAX=

AUTHORIZED SIGNATURE: Christina R. Cunningham PRINT NAME: Christina Cunningham
Christina R. Cunningham (Feb 24, 2025 11:56 EST)

NOTE: Special pricing is given for all Tags for the initial order. Prices are subject to change for future orders.
NOTE: Min qty is 100 for all transponders but we can accommodate ordering a few headlamps or hanging tags with your order of 100 standard tags.



ACCEPT: ☐ INITIAL: CRC

CONTRACT#020525-GGCC-R2

AE.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED; HOWEVER, ACCURATE RESERVES THE RIGHT TO SUBSTITUTE EQUIPMENT OF EQUAL FUNCTION AND VALUE IF SPECIFIED EQUIPMENT IS NOT READILY AVAILABLE.

THE ABOVE WORK TO BE PERFORMED BY THE SPECIFICATIONS LISTED HEREIN AND COMPLETED IN A WORKMANLIKE MANNER. OWNER AGREES THAT ACCURATE CAN TAKE AND USE PHOTOGRAPHS OF SAID WORK AND EQUIPMENT LISTED HEREIN FOR FUTURE ADVERTISING PURPOSES.

TOTAL SUM: \$ 102,503.61

TERMS: 100% of Material and custom fabrication on acceptance, Labor due upon completion.

NOTE: Due to the current threat of Tariffs, AE will order equipment the moment we receive funds to secure pricing, if at the time of ordering we are hit with higher prices due to these tariffs, we reserve the right to recover those price increases with a written change order.

TERMS ARE SUBJECT TO CREDIT APPROVAL.

BUYER AGREES TO PAY A SERVICE CHARGE OF 1-1/2% PER MONTH ON ALL ACCOUNTS OVER (30) DAYS.

ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO, THEFT, AND OTHER NECESSARY INSURANCE UPON ABOVE WORK. LIABILITY AND WORKMAN'S COMPENSATION INSURANCE ON ABOVE SPECIFIED WORK PROVIDED BY ACCURATE ELECTRONICS.

AUTHORIZED SIGNATURE: Derik Palmer
FOR ACCURATE ELECTRONICS.

DATE: 2-21-2025

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE ACCEPTED. ACCURATE ELECTRONICS IS HEREBY AUTHORIZED TO DO THE WORK AS SPECIFIED. **I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS.** THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 07 DAYS.

PLEASE SIGN & PRINT NAME AFTER THE SIGNATURE.

AUTHORIZED SIGNATURE: Christina R. Cunningham
Christina R. Cunningham (Feb 24, 2025 11:56 EST)

FOR: Groves Golf and Country Club
7924 Melogold Cir
Land O Lakes, FL

PRINT NAME: Christina R. Cunningham

DATE: 2/24/2025

ACCEPT: ☐ INITIAL: CRC

ACCURATE ELECTRONICS, INC. TERMS AND CONDITIONS

1. The seller, Accurate Electronics, Incorporated, proposes to sell materials and/or labor to the person(s) heretofore called Buyer(s)
2. **Payment.** Buyer promises to pay for all materials, labor, permits, etc., as contracted for at current rates.
3. **Payment Terms.** Payment terms are as stipulated on the signature acceptance page, unless otherwise agreed. If the job goes beyond 30 days, Seller reserves the right to reasonable progress billings. Completion shall mean substantial completion. Buyer may reserve from final payment an amount proportional to work not complete or work reasonably in dispute. Buyer explicitly agrees not to withhold relatively large sums of money earned by Seller due to relatively small items on the job still unresolved or incomplete. The specific intent of both Buyer and Seller is to reasonably compensate Seller for Seller's performance as work is installed.
4. **Sign-Off and acceptance.** When Seller has a date certain that work will be complete Seller will inform Buyer. At that point, Buyer agrees to have a qualified decision-maker inspect the project within three business days. At the time of inspection, Buyer will either accept the project or provide Seller with a punch list.
5. **Past Due Debts.** Any indebtedness that becomes past due is subject to interest charges at 1.5% per month and reasonable attorney's fees will be charged if attorney involvement in collection actions becomes necessary. Further, Seller reserves the right to withhold from Buyer products, labor or material and warranties as long as there are any outstanding debts owed to Seller or Buyer or entities related to the Buyer on this site or any other site associated with Buyer and for which Seller has contracted to provide products, labor or material, etc. Buyer understands and agrees that Seller may assert the aforesaid right to withhold a warranty even though Buyer's debts to Seller may not specifically relate to the product, labor or service to which the warranty applies. Should it be necessary to enforce this agreement the parties agree that the venue shall be in Pinellas County, Florida and that the prevailing party shall be entitled to all reasonable costs including reasonable attorneys' fees.
6. **Title.** Title to materials under this contract remains with the Seller until all indebtedness under the contract is paid. Once the debt is satisfied, title passes to Buyer.
7. **Repossessing.** Seller reserves the right to remove and repossess certain removable items in the event debts are not paid. Buyer understands and agrees that until Seller is paid in full hereunder for its services, the products and materials provided by Seller under this agreement shall remain personally under applicable law. Reasonable charges may be assessed, either out of funds already paid, or otherwise, for repossession costs.
8. **Warranty.** THE FOLLOWING WARRANTIES ARE THE ONLY WARRANTIES PROVIDED BY SELLER TO BUYER. SELLER SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANT-ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES AND AGREES THAT THE FOLLOWING CONSTITUTE THE ONLY WARRANTIES PROVIDED BY SELLER AND THAT SELLER HAS NOT MADE ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.
 - a.) For a period of one year following the date of substantial completion of Seller's work described herein, Seller warrants that any electronic or electrical component installed by Seller shall BE in good and working condition. This does not cover routine maintenance such as re-tuning loop detectors or re-setting traffic loops. All warranty service to be provided during normal operating hours starting 30 days after the completion date. All labor will be billable for emergency service after 30 days regardless if parts are warranted by manufacture or not.
 - b.) For a period of one year following the date of substantial completion of Seller's work described herein, Seller warrants that any mechanical part or component installed by Seller shall be in good and working condition.
 - c.) In the event a part or component of Seller's installation is warranted by a third party (such as a supplier or manufacturer if the part or component) pursuant to a written warranty delivered to Buyer, Seller shall not be responsible for any failures, defects or non-conformities in such part or component and Buyer's remedies, if any, shall be limited to those set forth in the written warranty provided by such third party.
 - d.) Seller at no time shall be liable or responsible for replacing, correcting or repairing any item warranted hereunder if the item is damaged or made non-functional by acts, omissions, negligence, abuse or mishandling of Buyer, any third party, acts of nature or acts of God. I.E.: LIGHTING, FLOOD, POWER SURGE...
9. **Property Lines.** Buyer is solely responsible for locating property lines and it is agreed that representations by Buyer or Buyer's agents will be relied upon. Buyer shall hold Seller harmless for any damages resulting from that reliance. Seller will not survey the property.
10. **Underground items.** Buyer shall inform Seller of the existence and location of all underground lines or items that may be damaged by digging and it is agreed that representations by Buyer or Buyer's agents will be relied upon. Buyer shall hold Seller harmless for any damages resulting if Buyer fails to properly inform Seller of the existence and location of underground items that may be damaged. Owner is always responsible for moving or repairing irrigation lines in the way of construction.
11. **Demolition.** If your project involves the demolition of concrete pads, trenching across a driveway where traffic loops are located there is always the possibility for collateral damage to wiring under ground or inside the concrete pad being removed. AE will take every precaution to preserve all wiring. IF damage does occur or we find underlying damage that was unforeseen, there will be an additional charge to install new wiring.
12. **Delay.** When construction is suspended at the request of Buyer, Buyer agrees to reasonably compensate Seller for the additional expenses of loading trucks, and time and travel, etc., if additional expenses are incurred.
13. **Service by Non-Accurate Personnel.** If systems installed and warranted by Seller are serviced by personnel unauthorized by Seller, warranties may be voided at the discretion of Seller.
14. **Interruptions of the Contract.** Seller is not responsible for interruptions of inability to fulfill the contract for circumstances beyond the control of the Seller. The circumstances include, but are not limited to the following: Requirements of any government or regulatory agency, acts of god, such as fires, floods, strikes, labor difficulties, transportation difficulties, war or acts of national defense
15. **Indemnification:** Accurate Electronics, Inc. will not be held responsible in any circumstance for gate closure on pedestrians and or vehicles. Owner understands that automated gate systems are electro-mechanical devices that can fail at any time. Owners, residents, visitors, contractors, renters and all other personnel that use the automated gate system do so at their own risk. Accurate will not be responsible for delayed or denied access to emergency personnel or vehicles through gates or access doors.
16. **All sales are final upon contract acceptance:** A 25% restocking fee for canceled orders on non-custom equipment only. Custom ordered equipment is not returnable or refundable. Changes in contract are subject to a \$350.00 change order fee. Failure to pay the deposit within 30-days will result in contract being void, prices no longer valid and a \$500.00 contract close out fee.

Groves Gold and Country Club FRONT GATES DP REVISED

Final Audit Report

2025-02-24

Created:	2025-02-21
By:	Derik Palmer (derik@aeaccess.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ0-s1UuDTuNEphNF_bvbQC9eQMGEUpU

"Groves Gold and Country Club FRONT GATES DP REVISED" History

-  Document created by Derik Palmer (derik@aeaccess.com)
2025-02-21 - 10:36:01 PM GMT
-  Document emailed to seat4@thegrovescdd.org for signature
2025-02-21 - 10:37:16 PM GMT
-  Email viewed by seat4@thegrovescdd.org
2025-02-24 - 4:42:25 PM GMT
-  Signer seat4@thegrovescdd.org entered name at signing as Christina R. Cunningham
2025-02-24 - 4:56:40 PM GMT
-  Document e-signed by Christina R. Cunningham (seat4@thegrovescdd.org)
Signature Date: 2025-02-24 - 4:56:42 PM GMT - Time Source: server
-  Agreement completed.
2025-02-24 - 4:56:42 PM GMT

CHANGE ORDER#041025-GGCC

ACCURATE ELECTRONICS

◆◆◆
 9225 ULMERTON ROAD, SUITE 410 ◆ LARGO, FL 33771
 ◆ PINELLAS (727)-533-0295 ◆ HILLSBOROUGH (813) 983-9131 ◆ SARASOTA (941) 952-1088
 ◆ FT. MYERS (239) 332-8700 ◆ ORLANDO (407) 203-2620
WWW.AEACCURATE.COM

April 10, 2025
 Prepared by Paul

Groves Golf and Country Club
 7924 Melogold Cir
 Land O Lakes, FL

C/O: Clinton Robinson

Phone: (813) 428-4214

E-Mail: CLINTON.ROBINSON@INFRAMARK.COM

RE: Accurate will need to install two new operator pads for the front entrance Barrier Arm Operators. Add "water wings" at the end of the fencing to go over the lake so no one can get around the new fencing. From Contract#020525-GGCC-R2

EQUIPMENT LIST:

QTY	Item description	COST	Disc Cost
2-	24x24x24 (deep) concrete operator pads	\$1,432.78	\$900.00
	Freight:		Included
	Labor/Misc. mounting hardware:		Included
	FABRICATE THICK WALL ALUMINUM ALL WELDED PRODUCT		
1-	4ft aluminum water wing powder coated satin black and labor:		\$1,630.66
	TOTAL JOB COST WITH ALL APPLICABLE TAXES:		\$2,530.66

TO BE PROVIDED BY OWNER:

- Owner's electrician will be demoing the old concrete pads.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE ACCEPTED. ACCURATE ELECTRONICS IS HEREBY AUTHORIZED TO DO THE WORK AS SPECIFIED. I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS. THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 07 DAYS.

PLEASE SIGN & PRINT NAME AFTER THE SIGNATURE.

AUTHORIZED SIGNATURE: _____

FOR: Groves Golf and Country Club
 7924 Melogold Cir
 Land O Lakes, FL

PRINT NAME: _____

DATE: _____

ACCEPT: ☐ INITIAL: _____

CHANGE ORDER#052725-GGCC

ACCURATE ELECTRONICS

9225 ULMERTON ROAD, SUITE 410 ◆ LARGO, FL 33771

◆ PINELLAS (727)-533-0295 ◆ HILLSBOROUGH (813) 983-9131 ◆ SARASOTA (941) 952-1088

◆ FT. MYERS (239) 332-8700 ◆ ORLANDO (407) 203-2620

WWW.AEAccess.comMay 27, 2025
Prepared by PaulGroves Golf and Country Club
7924 Melogold Cir
Land O Lakes, FL

C/O: Clinton Robinson

Phone: (813) 428-4214

E-Mail: CLINTON.ROBINSON@INFRAMARK.COM**RE: Accurate will need to order eight Doorking safety loop detectors. The original ones will not work with their PAMS wiring from the new swing gate operators to the new barrier arm operator. From Contract#020525-GGCC-R2****EQUIPMENT LIST:**

QTY	Item description	COST	Disc Cost
8-	AE loop detectors with harness		\$1,540.80
8-	DKS safety loop detectors		\$3,691.07
1-	Change Order Fee	\$350.00	Free
	Freight:		Included
	Labor/Misc. mounting hardware:		Included
TOTAL JOB COST WITH ALL APPLICABLE TAXES:			\$2,150.27

THE ORIGINAL CONTRACT SUM INCLUDING OPTIONS ACCEPTED WAS:	\$102,503.61
NET CHANGE BY PREVIOUS CHANGE ORDERS:	\$0
THE CONTRACT SUM BEFORE THIS CHANGE ORDER WAS:	\$102,503.61
THE CONTRACT WILL INCREASE/DECREASE BY THIS CHANGE ORDER:	\$2,150.27
THE NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE:	\$104,653.88

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE ACCEPTED. ACCURATE ELECTRONICS IS HEREBY AUTHORIZED TO DO THE WORK AS SPECIFIED. I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS. THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 07 DAYS.

PLEASE SIGN & PRINT NAME AFTER THE SIGNATURE.

AUTHORIZED SIGNATURE: Clinton RobinsonFOR: Groves Golf and Country Club
7924 Melogold Cir
Land O Lakes, FLPRINT NAME: Clinton RobinsonDATE: 5/28/25ACCEPT: ☐ INITIAL: _____

Accurate Electronics
Final Walk Through Sheet

Job Name:	25-102 Groves Golf and Country Club - Gates, DK Operators, XT-5 - Page 1		
Address:	7924 Melogold Cir		
	Land O Lakes, FL		
Contact:	Clinton Robinson		
Contract #:	020525-GGCC-R2		

	Qty:	Item:		YES	NO	EXISTING	N/A
Demonstrated	4	Doorking 6500 commercial-grade swing gate operators	Functioning Correctly	✓			
Demonstrated	1	Viking L-3 commercial-grade slide gate operator (golf cart slide gate)	Functioning Correctly	✓			
Demonstrated	1	Tagmaster XT-5 Long Range Prox Reader (hands-free ingress)	Functioning Correctly	✓			
Demonstrated	1	Tagmaster XT-5 universal mount	Functioning Correctly	✓			
Demonstrated	1	Tagmaster XT-5 25' multi-purpose cable	Functioning Correctly	✓			
Demonstrated	1	Tagmaster XT-5 power supplies	Functioning Correctly	✓			
Demonstrated	1	Sure-Fi wireless Wiegand kit for XT-5 Reader	Functioning Correctly	✓			
Demonstrated	7	24x24x24 (deep) concrete operator pads	Functioning Correctly	✓			
Demonstrated	4	Millers Edge 4' aluminum channel	Functioning Correctly	✓			
Demonstrated	4	Millers Safety Edge 4' (REQUIRED BY UL CODE 325)	Functioning Correctly	✓			
Demonstrated	2	4X4 6' aluminum posts (approx 4ft exposed for AK-11 keypads)	Functioning Correctly	✓			
Demonstrated	2	Linear AK-11 wireless stand-alone keypads (cart slide gate)	Functioning Correctly	✓			
Demonstrated	2	Photo Safety Beam w/ weather hood, reflector (UL CODE 325) slide gate	Functioning Correctly	✓			
Demonstrated	1	4x4 4' aluminum post (2ft exposed) slide gate's back track reflector	Functioning Correctly	✓			
Demonstrated	8	Traffic Safety Loop under asphalt (8x4) re-set, shadow, outside, inside, free exit	Functioning Correctly	✓			
Demonstrated	2	Traffic Safety Loops in concrete (3x4, free exit, outside safety) golf cart slide	Functioning Correctly	✓			
Demonstrated	10	Vehicle loop detectors	Functioning Correctly	✓			
Demonstrated	2	6x8x4 outdoor NEMA boxes for Sure-Fi	Functioning Correctly	✓			
Demonstrated	9	DTK 120 VAC operator surge protection	Functioning Correctly	✓			
Demonstrated	4	DTK 120 VAC operator surge protection	Functioning Correctly	✓			

Loop Location and Readings:			
Loop #1:	Loop #2:	Loop #3:	Loop #4:
Megs	Megs	Megs	Megs

Safety Instructions and Manuals received.
Training provided on Tele Entry System, DVR, Cameras ect. (if applicable)

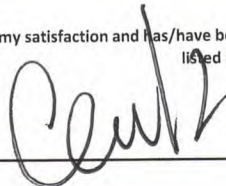
PUNCH LIST ITEMS:	

The system(s) has/have been installed to my satisfaction and has/have been demonstrated to be in good working condition and is hereby accepted as complete. Any Punch List items listed above will be addressed in a timely manner.

SIGNED:

PRINT NAME:

DATE:



Clinton Robinson 8/6, 2025

For the first 30 days after the completion date, if there are any issues or questions about the new equipment, please contact our installation department. After the 30 days, please contact our service department. We have 24/7 emergency service available, however any warranty service will be done during normal business hours.

Normal business hours are 8:30 AM - 5:00 PM Monday through Friday, excluding holidays

24/7 Emergency Service @ 727-533-0295

Contact the installation department: pm@aeaccess.com

Contact the service department: service@aeaccess.com

For a programming request: programming@aeaccess.com

For remotes, cards, barcodes, fobs or for information: frontend@aeaccess.com

Accurate Electronics
Final Walk Through Sheet

Job Name:	25-102 Groves Golf and Country Club - Gates, DK Operators, XT-5 - Page 2
Address:	7924 Melogold Cir
	Land O Lakes, FL
Contact:	Clinton Robinson
Contract #:	020525-GGCC-R2

	Qty:	Item:		YES	NO	EXISTING	N/A
Demonstrated		FABRICATE THICK WALL ALUMINUM ALL WELDED PRODUCT	Functioning Correctly	✓			
Demonstrated	1	228'X 6' (high) commercial-grade, ornamental fencing, 4.75" on center w/ quad finials, double	Functioning Correctly				
Demonstrated		powder coated satin black, posts will be core drilled and concreted in	Functioning Correctly	✓			
Demonstrated	4	12'x6', commercial-grade, ornamental swing gates, 4.75" on center w/ quad finials, end posts will	Functioning Correctly	✓			
Demonstrated		be steel, heavy duty hinges, double powder coat black, royal arch up to 18 inches from the 6ft shoulder	Functioning Correctly				
Demonstrated	1	8'x6' (high, 5ft gate w/ 3ft tail) Slide Gate for Golf Cart path to match everything	Functioning Correctly	✓			
Demonstrated			Functioning Correctly				
Demonstrated			Functioning Correctly				
Demonstrated			Functioning Correctly				
Demonstrated			Functioning Correctly				
Demonstrated			Functioning Correctly				
Demonstrated			Functioning Correctly				
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Demonstrated			Functioning Correctly				
Demonstrated			Functioning Correctly				
Demonstrated			Functioning Correctly				
Demonstrated			Functioning Correctly				

Loop Location and Readings:			
Loop #1:	Loop #2:	Loop #3:	Loop #4:
Megs	Megs	Megs	Megs

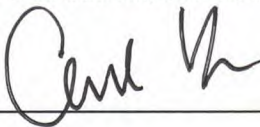
Safety Instructions and Manuals received.

Training provided on Tele Entry System, DVR, Cameras ect. (If applicable)

PUNCH LIST ITEMS:

The system(s) has/have been installed to my satisfaction and has/have been demonstrated to be in good working condition and is hereby accepted as complete. Any Punch List items listed above will be addressed in a timely manner.

SIGNED:



PRINT NAME:

DATE:

Clinton Robinson 8/6/2025

For the first 30 days after the completion date, if there are any issues or questions about the new equipment, please contact our installation department. After the 30 days, please contact our service department. We have 24/7 emergency service available, however any warranty service will be done during normal business hours.

Normal business hours are 8:30 AM - 5:00 PM Monday through Friday, excluding holidays

24/7 Emergency Service @ 727-533-0295

Contact the installation department: pm@aeaccess.com

Contact the service department: service@aeaccess.com

For a programming request: programming@aeaccess.com

For remotes, cards, barcodes, fobs or for information: frontend@aeaccess.com

Visitor Lane Lift Arm has a dent on the top of the arm. Pictures taken by AE

Accurate Electronics
Final Walk Through Sheet

Job Name:	25-102 Groves Golf and Country Club - Gates, DK Operators, XT-5 CO		
Address:	7924 Melogold Cir		
Contact:	Land O Lakes, FL		
Contract #:	Clinton Robinson		
	CHANGE ORDER 040125-GGCC		

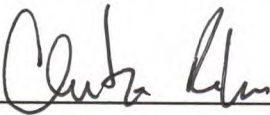
Qty:	Item:		YES	NO	EXISTING	N/A
Demonstrated	2	24x24x24 (deep) concrete operator pads	Functioning Correctly	☒		
Demonstrated			Functioning Correctly			
Demonstrated		Fabricate Thick Wall Aluminum All Welded Product	Functioning Correctly	☒		
Demonstrated	1	4ft aluminum water wing powder coated satin black	Functioning Correctly	☒		
Demonstrated			Functioning Correctly			
Demonstrated			Functioning Correctly			
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Demonstrated			Functioning Correctly			
Demonstrated			Functioning Correctly			

Loop Location and Readings:			
Loop #1:	Loop #2:	Loop #3:	Loop #4:
Megs	Megs	Megs	Megs

Safety Instructions and Manuals received.
Training provided on Tele Entry System, DVR, Cameras ect. (If applicable)

PUNCH LIST ITEMS:

The system(s) has/have been installed to my satisfaction and has/have been demonstrated to be in good working condition and is hereby accepted as complete. Any Punch List items listed above will be addressed in a timely manner.

SIGNED:  8/6 PRINT NAME: Clinton Robinson DATE: 8/6, 2025

For the first 30 days after the completion date, if there are any issues or questions about the new equipment, please contact our installation department. After the 30 days, please contact our service department. We have 24/7 emergency service available, however any warranty service will be done during normal business hours.

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Contact the service department: service@aeaccess.com

For a programming request: programming@aeaccess.com

For remotes, cards, barcodes, fobs or for information: frontdesk@aeaccess.com

Accurate Electronics
Final Walk Through Sheet

Job Name:	25-102 Groves Golf and Country Club - Gates, DK Operators, XT-5 CO 2		
Address:	7924 Melogold Cir		
	Land O Lakes, FL		
Contact:	Clinton Robinson		
Contract #:	813-428-4214		

	Qty:	Item:		YES	NO	EXISTING	N/A
Demonstrated	8	AE loop detectors with harness (Return to stock)	Functioning Correctly	☒	☒		X
Demonstrated	8	DKS safety loop detectors	Functioning Correctly	☒	☒		
Demonstrated			Functioning Correctly				
Demonstrated			Functioning Correctly				
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Demonstrated			Functioning Correctly				

Loop Location and Readings:			
Loop #1:	Loop #2:	Loop #3:	Loop #4:
Megs	Megs	Megs	Megs

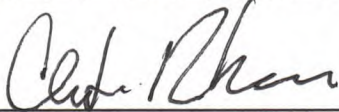
Safety Instructions and Manuals received.

Training provided on Tele Entry System, DVR, Cameras ect. (If applicable)

PUNCH LIST ITEMS:

The system(s) has/have been installed to my satisfaction and has/have been demonstrated to be in good working condition and is hereby accepted as complete. Any Punch List items listed above will be addressed in a timely manner.

SIGNED:



PRINT NAME:

DATE:

Clinton Robinson 8/6, 2025

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EXHIBIT A
CONTRACT#022024-GGCC-B**ACCURATE ELECTRONICS**

9225 ULMERTON ROAD, SUITE 410 ♦ LARGO, FL 33771
 ♦ PINELLAS (727)-533-0295 ♦ HILLSBOROUGH (813) 983-9131 ♦ SARASOTA (941) 952-1088
 ♦ FT. MYERS (239) 332-8700 ♦ ORLANDO (407) 203-2620
WWW.AEAccess.com

February 20, 2024
 Prepared by Paul

Groves Golf and Country Club
 7924 Melogold Cr
 Land O Lakes, FL 34637

C/O: Clinton Robinson

Phone: (813) 428-4214

E-Mail: CLINTON.ROBINSON@INFRAMARK.COM

RE: Replace Barrier Arm gate operators at the main entrance/exit and at the back entrance/exit with Door King breakaway arm operators. Install the cellular Watchman WXL w/built-in camera, prox fob reader and QR Code reader.

EQUIPMENT LIST:

QTY	Item description	COST	Disc Price
6-	Door King Parking Gate Operators w/ battery back up	\$27,956.34	\$25,206.63
1-	WXL Multi-Tenant w/built-in camera VZN AA1XLPE-1X	\$6,256.34	\$5,169.89
6-	14' break away gate arms	\$2,568.37	\$2,231.59
6-	Door King hardware kit for breakaway arms	\$7,012.99	\$6,261.64
6-	Door King reverse edge 14ft red/green LED lights	\$3,598.77	\$3,097.86
1-	42" heavy duty, gooseneck pedestal for WXL	\$903.84	\$817.62
4-	Optex 50' long range monitor (front gates required for UL 325 code)	\$1,368.22	\$2,328.04
3-	4x4 4ft aluminum post (2ft concrete) front exit Optex mounting	\$325.21	\$885.69
9-	Loop detectors with harness	\$1,926.00	\$1,737.00
6-	120 VAC DTK operator surge protection	\$698.44	\$540.00
Freight:			\$800.00
Labor to dispose old operators & install new/Misc. Hardware:			\$7,680.00
TOTAL JOB COST:			\$56,755.96

MONTHLY CELLULAR AND TruApp SUBSCRIPTION FEE REQUIRED WITH SYSTEM:

COST: \$1,170.00 per month plus applicable taxes. (755-unit complex \$1.55 per home) (this replaces your current phone bill + adds cloud app, video, storage & portal) TERM: 3-YEARS TO AUTO RENEW FOR SUCCESSIVE 1-YEAR TERMS UNLESS CANCELLED IN WRITING 30-DAYS PRIOR TO TERM END. Note: Subscription-based contract subject to termination for non-payment, reconnection fees, and early termination fees.

ACCEPTANCE OF MONTHLY SUBSCRIPTION CONTRACT & TERMS:

SIGNATURE: [Signature] PRINT NAME: William H. Bootin, Jr
 DATE: 27 Feb 2024

TO BE PROVIDED BY OWNER:

- Customer must provide Accurate with their tax exemption form for the taxes to be dropped at the time of billing.

ACCEPT: ☒ INITIAL: [Signature]

CONTRACT#022024-GGCC-B

AE.

MANAGEMENT BENEFITS FOR THE WATCHMAN:

- Programmatic enrollment/ import process
- System implementation support
- Tenant self-serve call group management
- Manage multiple locations via Cell Gate Portal
- No Software required
- Time/date restrictions on demand or with a schedule.
- Control gate/door on demand or with a schedule
- Prop open notification capability

TENANT BENEFITS FOR THE WATCHMAN:

- See Live video of visitors
- Easy-to-use iOS/Android App
- Tenant-managed call groups
- Peace of mind through increased security
- Ability to give guests QR Code fast passes with time and date restrictions.

NOTES:

1. TWO-YEAR MANUFACTURER'S WARRANTY ON OPERATORS, TAG MASTER AND WXL. ONE YEAR ON ALL OTHER INSTALLED PARTS AND ONE YEAR ACCURATE WARRANTY ON LABOR.
2. ACCURATE ELECTRONICS SHALL ACCEPT NO RESPONSIBILITY FOR GATE CLOSURE ON PEDESTRIANS AND OR VEHICLES.
3. **PEDESTRIANS ARE TO USE DESIGNATED PEDESTRIAN ACCESS AREAS ONLY!!!**
4. ACCURATE IS NOT RESPONSIBLE FOR INJURY OR DEATH CAUSE BY GATE CLOSURE ON A VEHICLE OR PERSON.
5. ACCURATE ELECTRONICS SHALL NOT BE HELD RESPONSIBLE IN THE EVENT THAT ANY EMERGENCY VEHICLE IS DELAYED OR DENIED ACCESS DUE TO A CLOSED GATE.
6. ESTIMATE DOES NOT INCLUDE; PERMITS, PERMIT FEES, INSPECTION FEES, BONDING, ENGINEERING, TREE BARRICADES, LAY-OUT OR GRADE STAKING (ACCEPT AS NOTED), TESTING, WELLPOINT DEWATERING, AS-BUILT PLAN OR SURVEY SIGNED AND SEALED BY A LICENSED OR REGISTERED SURVEYOR, IRRIGATION, LANDSCAPING, RELOCATE OR REPLACE TREES, BUSHES OR LANDSCAPING IN CONFLICT WITH PROPOSED CONSTRUCTION.
7. Surge protection is highly recommended however in no way does this guarantee that damage will not occur.
8. To be re-used: control wires, all power, conduit, concrete operator pads, data wires, all LV wiring, 26-bit prox fobs/cards, conduit between operators (if applicable), conduit and wiring from BAI scanners to the WXL, SOS system, traffic loops. If these things can't be re-used then a change order will be generated.
9. The Watchman WXL pricing is a special until February 29th.
10. Securiteam will have to remove Kiosk for the installation of the Watchman WXL.
11. The customer will have to manage two databases one for the Watchman WXL and one for the Linear E-merge Access control panel located in the clubhouse that controls the Access Control HID prox readers.
12. Customer will be re-using their prox fobs for the WXL. If these are not compatible then a change order will be generated.
13. Customer has told Accurate that they have purchased all of their equipment. If for any reason Securiteam owns any of the equipment, conduit, or LV wiring and they remove it then a change order will be generated.

ACCEPT: ☒ INITIAL: WMB

AE.

NOTES CONTINUED:

1. Cellular service & Tru-App is billed monthly by Accurate Electronics, Inc. The Plan included is for 755 homes/units with unlimited data. 1st month is due on order and 2nd month will be billed when the unit is activated.
2. With any cellular device, service is provided by a major provider which Accurate has no control over signal strength or reliability if a cell tower goes down. The owner understands and accepts these terms. If for any reason an external antenna is needed to boost the signal, we can provide it at an additional cost.
3. **TERMS FOR SUBSCRIPTION ONLY:** Cellular and Tru-App subscription is through Accurate Electronics Inc. and cannot be transferred during the term of this contract. The contract is subject to a 50% early cancellation fee. Re-connection/activation fee for non-payment is subject to a \$175.00 re-activation fee. **NOTE:** Discount rates have been given for a 3-year term. Minimum 1-year required with system. Shorter terms will be subject to price increases for equipment & monthly subscription fees.
4. The customer will get an Excel Worksheet to fill out and get back to Accurate for the initial database build for the WXL.

SCOPE OF WORK AT FRONT GATES:

1. Remove old Mega Arm Barrier Operators at the main entrance/exit and back entrance/exit drive gates and dispose of them. Install four, 14ft, breakaway DoorKing Barrier Arms with LED lights.
2. Install pedestal and WXL where the old Kiosk was located. Use existing conduit and wiring from the old Kiosk to the visitor gate operator.
3. Replace the old Optex sensor at the resident lane and replace it with Optex 50' long range. Install a new Optex 50' long-range sensor with the 4ft post (2ft concrete) at the exit gates.

SCOPE OF WORK AT THE GACK GATES:

1. Remove old Mega Arm Barrier Operators at the main entrance/exit and back entrance/exit drive gates and dispose of them. Install two, 14ft, breakaway DoorKing Barrier Arms with LED lights.
2. Install two Optex 50' with the 4ft post (2ft exposed) at the entrance and exit Barrier Operator per UL 325 Code for pedestrians.

ACCEPT: ☒ INITIAL: ewp

CONTRACT#022024-GGCC-B

AE.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED; HOWEVER, ACCURATE RESERVES THE RIGHT TO SUBSTITUTE EQUIPMENT OF EQUAL FUNCTION AND VALUE IF SPECIFIED EQUIPMENT IS NOT READILY AVAILABLE. THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS LISTED HEREIN AND COMPLETED IN A WORKMANLIKE MANNER. OWNER AGREES THAT ACCURATE CAN TAKE AND USE PHOTOGRAPHS OF SAID WORK AND EQUIPMENT LISTED HEREIN FOR FUTURE ADVERTISING PURPOSES.

TOTAL SUM: \$ 56,755.96 + \$1,170.00 per month + tax (tax will not be charged with customer's tax exemption form)

TERMS: 50% Down, balance on equipment once received in Accurate warehouse to secure pricing. Labor to be billed upon completion of the job.

BUYER AGREES TO PAY A SERVICE CHARGE OF 1-1/2% PER MONTH ON ALL ACCOUNTS OVER (30) DAYS.

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO, THEFT, AND OTHER NECESSARY INSURANCE UPON ABOVE WORK. LIABILITY AND WORKMAN'S COMPENSATION INSURANCE ON ABOVE SPECIFIED WORK PROVIDED BY ACCURATE ELECTRONICS.

AUTHORIZED SIGNATURE: 
FOR ACCURATE ELECTRONICS.

DATE: 2-28-24

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE ACCEPTED. ACCURATE ELECTRONICS IS HEREBY AUTHORIZED TO DO THE WORK AS SPECIFIED. **I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS.** THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 7 DAYS.

PLEASE SIGN & PRINT NAME AFTER SIGNATURE.

AUTHORIZED SIGNATURE: 

FOR: Groves Golf and Country Club
7924 Melogold Cr
Land O Lakes, FL 34637

PRINT NAME: William H Boston Jr

DATE: 27 Feb 2024

ACCEPT: ☒ INITIAL: WBJ

EXHIBIT A

ACCURATE ELECTRONICS, INC. TERMS AND CONDITIONS

1. The seller, Accurate Electronics, Incorporated, proposes to sell materials and/or labor to the person(s) heretofore called Buyer(s)
2. **Payment.** Buyer promises to pay for all materials, labor, permits, etc., as contracted for at current rates.
3. **Payment Terms.** Payment terms are 50% down, balance on completion, unless otherwise agreed. If the job goes beyond 30 days, Seller reserves the right to reasonable progress billings. Completion shall mean substantial completion. Buyer may reserve from final payment an amount proportional to work not complete or work reasonably in dispute. Buyer explicitly agrees not to withhold relatively large sums of money earned by Seller due to relatively small items on the job still unresolved or incomplete. The specific intent of both Buyer and Seller is to reasonably compensate Seller for Seller's performance as work is installed.
4. **Sign-Off and acceptance.** When Seller has a date certain that work will be complete Seller will inform Buyer. At that point, Buyer agrees to have a qualified decision-maker inspect the project within three business days. At the time of inspection, Buyer will either accept the project or provide Seller with a punch list.
5. **Past Due Debts.** Any indebtedness that becomes past due is subject to interest charges at 1.5% per month and reasonable attorney's fees will be charged if attorney involvement in collection actions becomes necessary. Further, Seller reserves the right to withhold from Buyer products, labor or material and warranties as long as there are any outstanding debts owed to Seller or Buyer or entities related to the Buyer on this site or any other site associated with Buyer and for which Seller has contracted to provide products, labor or material, etc. Buyer understands and agrees that Seller may assert the aforesaid right to withhold a warranty even though Buyer's debts to Seller may not specifically relate to the product, labor or service to which the warranty applies. Should it be necessary to enforce this agreement the parties agree that the venue shall be in Pinellas County, Florida and that the prevailing party shall be entitled to all reasonable costs including reasonable attorneys' fees.
6. **Title.** Title to materials under this contract remains with the Seller until all indebtedness under the contract is paid. Once the debt is satisfied, title passes to Buyer.
7. **Repossessing.** Seller reserves the right to remove and repossess certain removable items in the event debts are not paid. Buyer understands and agrees that until Seller is paid in full hereunder for its services, the products and materials provided by Seller under this agreement shall remain personally under applicable law. Reasonable charges may be assessed, either out of funds already paid, or otherwise, for repossession costs.
8. **Warranty.** THE FOLLOWING WARRANTIES ARE THE ONLY WARRANTIES PROVIDED BY SELLER TO BUYER. SELLER SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANT-ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES AND AGREES THAT THE FOLLOWING CONSTITUTE THE ONLY WARRANTIES PROVIDED BY SELLER AND THAT SELLER HAS NOT MADE ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.
 - a.) For a period of one year following the date of substantial completion of Seller's work described herein, Seller warrants that any electronic or electrical component installed by Seller shall BE in good and working condition. This does not cover routine maintenance such as re-tuning loop detectors or re-setting traffic loops. All warranty service to be provided during normal operating hours starting 30 days after the completion date. All labor will be billable for emergency service after 30 days regardless if parts are warranted by manufacture or not.
 - b.) For a period of one year following the date of substantial completion of Seller's work described herein, Seller warrants that any mechanical part or component installed by Seller shall be in good and working condition.
 - c.) In the event a part or component of Seller's installation is warranted by a third party (such as a supplier or manufacturer if the part or component) pursuant to a written warranty delivered to Buyer, Seller shall not be responsible for any failures, defects or non-conformities in such part or component and Buyer's remedies, if any, shall be limited to those set forth in the written warranty provided by such third party.
 - d.) Seller at no time shall be liable or responsible for replacing, correcting or repairing any item warranted hereunder if the item is damaged or made non-functional by acts, omissions, negligence, abuse or mishandling of Buyer, any third party, acts of nature or acts of god, I.E.: LIGHTING, FLOOD, POWER SURGE...
9. **Property Lines.** Buyer is solely responsible for locating property lines and it is agreed that representations by Buyer or Buyer's agents will be relied upon. Buyer shall hold Seller harmless for any damages resulting from that reliance. Seller will not survey the property.
10. **Underground items.** Buyer shall inform Seller of the existence and location of all underground lines or items that may be damaged by digging and it is agreed that representations by Buyer or Buyer's agents will be relied upon. Buyer shall hold Seller harmless for any damages resulting if Buyer fails to properly inform Seller of the existence and location of underground items that may be damaged. Owner is always responsible for moving or repairing irrigation lines in the way of construction.
11. **Demolition.** If your project involves the demolition of concrete pads, trenching across a driveway where traffic loops are located there is always the possibility for collateral damage to wiring under ground or inside the concrete pad being removed. AE will take every precaution to preserve all wiring. IF damage does occur or we find underlying damage that was unforeseen, there will be an additional charge to install new wiring.
12. **Delay.** When construction is suspended at the request of Buyer, Buyer agrees to reasonably compensate Seller for the additional expenses of loading trucks, and time and travel, etc., if additional expenses are incurred.
13. **Service by Non-Accurate Personnel.** If systems installed and warranted by Seller are serviced by personnel unauthorized by Seller, warranties may be voided at the discretion of Seller.
14. **Interruptions of the Contract.** Seller is not responsible for interruptions of inability to fulfill the contract for circumstances beyond the control of the Seller. The circumstances include, but are not limited to the following: Requirements of any government or regulatory agency, acts of god, such as fires, floods, strikes, labor difficulties, transportation difficulties, war or acts of national defense
15. **Indemnification:** Accurate Electronics, Inc. will not be held responsible in any circumstance for gate closure on pedestrians and or vehicles. Owner understands that automated gate systems are electro-mechanical devices that can fail at any time. Owners, residents, visitors, contractors, renters and all other personnel that use the automated gate system do so at their own risk. Accurate will not be responsible for delayed or denied access to emergency personnel or vehicles through gates or access doors.
16. **All sales are Final!** A 25% restocking fee for canceled orders on non-custom equipment only. Custom ordered equipment is not returnable or refundable. Changes in contract are subject to a \$350.00 change order fee.

ACCURATE ELECTRONICS, INC. TERMS AND CONDITIONS

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2. **Payment.** Buyer promises to pay for all materials, labor, permits, etc., as contracted for at current rates.
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 - a.) For a period of one year following the date of substantial completion of Seller's work described herein, Seller warrants that any electronic or electrical component installed by Seller shall BE in good and working condition. This does not cover routine maintenance such as re-tuning loop detectors or re-setting traffic loops. All warranty service to be provided during normal operating hours starting 30 days after the completion date. All labor will be billable for emergency service after 30 days regardless if parts are warranted by manufacture or not.
 - b.) For a period of one year following the date of substantial completion of Seller's work described herein, Seller warrants that any mechanical part or component installed by Seller shall be in good and working condition.
 - c.) In the event a part or component of Seller's installation is warranted by a third party (such as a supplier or manufacturer if the part or component) pursuant to a written warranty delivered to Buyer, Seller shall not be responsible for any failures, defects or non-conformities in such part or component and Buyer's remedies, if any, shall be limited to those set forth in the written warranty provided by such third party.
 - d.) Seller at no time shall be liable or responsible for replacing, correcting or repairing any item warranted hereunder if the item is damaged or made non-functional by acts, omissions, negligence, abuse or mishandling of Buyer, any third party, acts of nature or acts of god, I.E.: LIGHTING, FLOOD, POWER SURGE...
9. **Property Lines.** Buyer is solely responsible for locating property lines and it is agreed that representations by Buyer or Buyer's agents will be relied upon. Buyer shall hold Seller harmless for any damages resulting from that reliance. Seller will not survey the property.
10. **Underground items.** Buyer shall inform Seller of the existence and location of all underground lines or items that may be damaged by digging and it is agreed that representations by Buyer or Buyer's agents will be relied upon. Buyer shall hold Seller harmless for any damages resulting if Buyer fails to properly inform Seller of the existence and location of underground items that may be damaged. Owner is always responsible for moving or repairing irrigation lines in the way of construction.
11. **Demolition.** If your project involves the demolition of concrete pads, trenching across a driveway where traffic loops are located there is always the possibility for collateral damage to wiring under ground or inside the concrete pad being removed. AE will take every precaution to preserve all wiring. IF damage does occur or we find underlying damage that was unforeseen, there will be an additional charge to install new wiring.
12. **Delay.** When construction is suspended at the request of Buyer, Buyer agrees to reasonably compensate Seller for the additional expenses of loading trucks, and time and travel, etc., if additional expenses are incurred.
13. **Service by Non-Accurate Personnel.** If systems installed and warranted by Seller are serviced by personnel unauthorized by Seller, warranties may be voided at the discretion of Seller.
14. **Interruptions of the Contract.** Seller is not responsible for interruptions of inability to fulfill the contract for circumstances beyond the control of the Seller. The circumstances include, but are not limited to the following: Requirements of any government or regulatory agency, acts of god, such as fires, floods, strikes, labor difficulties, transportation difficulties, war or acts of national defense
15. **Indemnification:** Accurate Electronics, Inc. will not be held responsible in any circumstance for gate closure on pedestrians and or vehicles. Owner understands that automated gate systems are electro-mechanical devices that can fail at any time. Owners, residents, visitors, contractors, renters and all other personnel that use the automated gate system do so at their own risk. Accurate will not be responsible for delayed or denied access to emergency personnel or vehicles through gates or access doors.
16. **All sales are Final!** A 25% restocking fee for canceled orders on non-custom equipment only. Custom ordered equipment is not returnable or refundable. Changes in contract are subject to a \$350.00 change order fee.

ACCURATE ELECTRONICS

9225 ULMERTON ROAD, SUITE 410 ◆ LARGO, FL 33771

◆ PINELLAS (727)-533-0295 ◆ HILLSBOROUGH (813) 983-9131 ◆ SARASOTA (941) 952-1088

◆ FT. MYERS (239) 332-8700 ◆ ORLANDO (407) 203-2620

WWW.AEAccess.comApril 03, 2024
Prepared by PaulGroves Golf and Country Club
7924 Melogold Cr
Land O Lakes, FL 34637

C/O: Clinton Robinson

Phone: (813) 428-4214

E-Mail: CLINTON.ROBINSON@INFRAMARK.COM

RE: The customer doesn't want the two Door King Barrier Operators installed at the back gates. They will re-use existing Liftmaster Mega Towers. Accurate will be installing two swing gates at the back "resident only" entrance and exit lanes. Accurate will move the existing Mega Arm Operators to a location that will help with anti-tailgating.

EQUIPMENT LIST:

QTY	Item description	COST	Disc Price
2-	Door King Parking Gate Operators w/ battery back up		\$8,402.22
2-	14' break away gate arm (2) modify to 12' for back gates		(\$743.86)
2-	Door King hardware kit for breakaway arms		(\$2,087.22)
2-	Door King reverse edge 12ft red/green LED lights		(\$1,032.62)
1-	Change Order Fee	\$350.00	Free
Freight:			
Labor to dispose old operators & install new/Misc. Hardware:			
TOTAL JOB COST INCLUDING ALL APPLICABLE TAX:			(\$12,265.92)

THE ORIGINAL CONTRACT SUM INCLUDING OPTIONS ACCEPTED WAS: \$56,755.96

NET CHANGE BY PREVIOUS CHANGE ORDERS: \$0

THE CONTRACT SUM PRIOR TO THIS CHANGE ORDER WAS: \$56,755.96

THE CONTRACT WILL INCREASE/DECREASE BY THIS CHANGE ORDER: **-\$12,265.92**

THE NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE: \$44,490.04

CHANGE ORDER#040324-GGCC

AE.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED; HOWEVER, ACCURATE RESERVES THE RIGHT TO SUBSTITUTE EQUIPMENT OF EQUAL FUNCTION AND VALUE IF SPECIFIED EQUIPMENT IS NOT READILY AVAILABLE. THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS LISTED HEREIN AND COMPLETED IN A WORKMANLIKE MANNER. OWNER AGREES THAT ACCURATE CAN TAKE AND USE PHOTOGRAPHS OF SAID WORK AND EQUIPMENT LISTED HEREIN FOR FUTURE ADVERTISING PURPOSES.

TOTAL SUM: \$ 44,490.04

TERMS: 50% Down, balance on equipment once received in Accurate warehouse to secure pricing. Labor to be billed upon completion of the job.

BUYER AGREES TO PAY A SERVICE CHARGE OF 1-1/2% PER MONTH ON ALL ACCOUNTS OVER (30) DAYS.

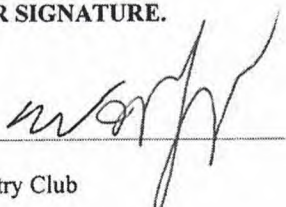
ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO, THEFT, AND OTHER NECESSARY INSURANCE UPON ABOVE WORK. LIABILITY AND WORKMAN'S COMPENSATION INSURANCE ON ABOVE SPECIFIED WORK PROVIDED BY ACCURATE ELECTRONICS.

AUTHORIZED SIGNATURE: _____
FOR ACCURATE ELECTRONICS.

DATE: _____

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE ACCEPTED. ACCURATE ELECTRONICS IS HEREBY AUTHORIZED TO DO THE WORK AS SPECIFIED. I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS. THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 7 DAYS.

PLEASE SIGN & PRINT NAME AFTER SIGNATURE.

AUTHORIZED SIGNATURE:  _____

FOR: Groves Golf and Country Club
7924 Melogold Cr
Land O Lakes, FL 34637

PRINT NAME: Wilbur H Bostin Jr

DATE: 4/8/2024

ACCEPT: ☐ INITIAL: _____

Accurate Electronics
Final Walk Through Sheet

Job Name:	24-093 - Groves Golf and Country Club - WXL & DK Operators
Address:	7924 Melogold Cr Land O Lakes, FL 34637
Contact:	Clinton Robinson
Contract #:	022024-GGCC-B

	Qty:	Item:		YES	NO	EXISTING	N/A
Demonstrated	6	Door King Parking Gate Operators w/ battery back up	Functioning Correctly	✓			
Demonstrated	1	WXL Multi-Tenant w/built-in camera VZN AA1XLP-1X	Functioning Correctly	✓			
Demonstrated	6	14' break away gate arms	Functioning Correctly	✓			
Demonstrated	6	Door King hardware kit for breakaway arms	Functioning Correctly	✓			
Demonstrated	6	Door King reverse edge 14ft red/green LED lights	Functioning Correctly	✓			
Demonstrated	1	42" Doorking Architectural Heavy Duty Pedestal for WXL	Functioning Correctly	✓			
Demonstrated	4	Optex 50' long range monitor OVS-50TNR	Functioning Correctly	✓			
Demonstrated	3	4x4 4ft aluminum post (2ft concrete) front exit Optex mounting	Functioning Correctly	✓			
Demonstrated	9	Loop detectors with harness	Functioning Correctly	✓			
Demonstrated	6	120 VAC DTK operator surge protection	Functioning Correctly	✓			
Demonstrated			Functioning Correctly				
Demonstrated			Functioning Correctly				
Demonstrated			Functioning Correctly				
Demonstrated			Functioning Correctly				
Demonstrated			Functioning Correctly				
Demonstrated			Functioning Correctly				

Loop Location and Readings:			
Loop #1:	Loop #2:	Loop #3:	Loop #4:
Megs	Megs	Megs	Megs

Safety Instructions and Manuals received.

Training provided on Tele Entry System, DVR, Cameras ect. (if applicable)

PUNCH LIST ITEMS:
Visit for Entrance Barrier Gate Arm Dent

The system(s) has/have been installed to my satisfaction and has/have been demonstrated to be in good working condition and is hereby accepted as complete. Any Punch List items listed above will be addressed in a timely manner.

SIGNED:

PRINT NAME:

DATE:

Clinton Robinson 8-6-05

Clinton Robinson 8/6 . 2025

For the first 30 days after the completion date, if there are any issues or questions about the new equipment, please contact our installation department. After the 30 days, please contact our service department. We have 24/7 emergency service available, however any warranty service will be done during normal business hours.

Normal business hours are 8:30 AM - 5:00 PM Monday through Friday, excluding holidays

24/7 Emergency Service @ 727-533-0295

Contact the installation department: pm@aeaccess.com

Contact the service department: service@aeaccess.com

For a programming request: programming@aeaccess.com

For remotes, cards, barcodes, fobs or for information: frontdesk@aeaccess.com

Gate Access System Installation and Maintenance Agreement

Addendum to contract #022024-GGC-B & 022024-GGCC

This Gate Access System Installation and Maintenance Agreement (this "Agreement") is entered into as of March 5, 2024, between **The Groves Community Development District**, a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes (the "District") and **Accurate Electronics, Inc.**, a Florida corporation (the "Contractor").

Background Information:

The District owns, operates, and maintains the gatehouse for the community and the roadways within the community. The District desires to retain an independent contractor to replace its existing gate access system with a new system and provide ongoing services. Contractor represents that it is qualified to provide such services, is familiar with the District's property. In consideration of the Contractor's agreement to perform the services described below and the District's agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

- 1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference the background information is incorporated by reference as a material part of this Agreement.
- 2. Scope of Services.** The Contractor shall perform all work, including all labor, material, equipment, supplies, tools, supervision, services, transportation, and all other necessary incidental items required to perform the work described in Contractor's proposals dated February 20, 2024 and February 22, 2024, relevant portions of which are attached hereto and incorporated herein as **Exhibit A (the "Services")**.

Accurate Electronics Contract #022024-GGCC-B and Exhibit B, Accurate Electronics Maintenance contract #022024-GGCC
NOTE: Incidental items shall not include change orders that are requested by "The District" or unforeseen by Contractor.

of this Agreement and receipt of the deposit. Upon arrival of the materials the Contractor shall schedule the work with District. The Contractor will provide the District with a completion time frame and the work will be completed within such time frame. Time is of the essence with respect to this Agreement and all of Contractor's obligations hereunder.

- 4. Term and Renewal for Ongoing Services.** ~~The initial term of the ongoing portion of the Services (Monthly Cellular and TruApp Subscription and Quarterly Maintenance services) begins upon completion of the installation and when the system is fully operational and shall run through December 31, 2024. At the end of the initial term, the Agreement shall automatically renew for 1-year terms pursuant to the same contract provisions as the initial term (except for any provisions related to installation of equipment), until terminated by either party pursuant to the termination provision below.~~

Terms and renewal are stipulated in the attached Accurate Electronics, Inc Contract #022024-GGCC-B & 022024-GGCC.

- 5. Termination.** ~~Either party may terminate this Agreement, with or without cause, with 30 days written notice to the other party. Upon receipt of a termination notice Contractor will cease performance of the work and make every reasonable effort to procure cancellation of all existing orders for materials. Contractor will be entitled to receive as its exclusive remedy payment for the actual cost of materials purchased by Contractor and the work performed up to the time of receipt of the notice (as the percentage of completion is reasonably determined by the District) with the compensation amount being prorated accordingly, if the deposit exceeds these costs, Contractor shall refund the appropriate amount to the District.~~

Custom ordered equipment is nonrefundable and cannot be cancelled once ordered.

- 6. Manner of Performance and Care of the Property.**

- The installation work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.

- b. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within 48 hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement.

7. Compensation.

- a. ~~The District agrees to pay the Contractor \$56,755.96 for the installation work.~~
- Terms are as agreed in signed contracts attached as exhibit A & B**
- i. ~~The District agrees to pay to Contractor a refundable deposit of 50% within 10 days of the date of this Agreement.~~
- ii. ~~Upon completion of the work, after the system is fully operational, and after the District has inspected and signed off on the work, the Contractor shall submit a final invoice to the District for the remainder 50%, and the District agrees to pay to Contractor within 30 days of receipt of the final invoice from Contractor.~~
- b. ~~After the system is operational, the District agrees to pay the Contractor \$1,170 per month for the Monthly Cellular and TruApp Subscription Fee that is required for the system.~~
- c. ~~After the system is operational, the District agrees to pay the Contractor \$263.28 per month for the Quarterly Maintenance services.~~
- d. ~~The District agrees to pay to the Contractor within 30 days of receipt of invoices from Contractor.~~

8. **Property Rights to Equipment.** The District shall own all rights to the installed equipment after final payment is made.

Accurate Electronics, Inc. CellGate monthly subscription cloud based cellular service is proprietary and rights are non-transferable.

9. **No Infringement.** Contractor hereby covenants to the District that it has not used nor infringed any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity.

10. Warranties.

- a. The Contractor warrants that the work (a) conforms to the requirements of the this Agreement, (b) was performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, building codes, and applicable regulations, (c) was performed without defects in materials to the extent the materials were provided by Contractor, and workmanship, (d) consists of new unused materials to the extent the materials are provided by Contractor, (e) is fit for the particular purposes or uses contemplated by this Agreement, (f) conforms to all accepted models and samples and all affirmations of fact, promises, descriptions or specifications agreed upon by the District and Contractor.
- b. If within 1 year after the date of final payment any portion of the installation work (including materials and labor) is found not to comply with the requirements of this Agreement, then Contractor shall correct such noncompliant portion of the work at its expense promptly after receiving written notice from District requesting such correction.
- i. This warranty does not include damage to material or equipment caused by vandalism, negligence by the District, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, electricity, attempted repair or modification by any party other than Contractor.
- c. At time of final payment, Contractor will supply a copy of all warranties supplied by manufacturers along with all manufacturer's instructions. Contractor will assist the District with any warranty claims.
- d. The Contractor represents that (a) Contractor is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed and performed under this Agreement, (b) Contractor has the necessary employees, training, equipment, materials and inventory required to perform the Services as set forth in this Agreement.

- e. Contractor's warranties in this section are in addition to and do not limit in any way District's claims for latent/patent defects, defects that are concealed and/or not disclosed due to fraud, or claims for warranties set forth by law, or any implied warranties recognized by applicable statutory or common law.
- f. The provisions of this section shall survive approval of the work under this Agreement.

11. **Additional Services.** When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment, addendum, change order, or work order authorization.
12. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
13. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
14. **Compliance with Governmental Regulations.** The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and shall hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Any fees or fines incurred or imposed due to non-compliance shall be borne solely by the Contractor.
15. **Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$2,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a 30-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
16. **Indemnification.** Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
17. **No Waiver of Sovereign Immunity.** The Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor shall acknowledge the same in writing.

18. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

19. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired ~~on or after January 1, 2021~~ **7-1-2023**
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

20. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 282-0082, OR BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 210 NORTH UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071.

21. Non-Waiver. No waiver of any covenant or condition of this Agreement by any party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.

22. Governing Law and Venue. This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.

23. Enforcement of Agreement. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney’s fees at both trial and appellate levels against the non-prevailing party.

~~24. **Arm's Length Transaction and Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.~~

Addendum

25. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties.

Addendum

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

~~27. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.~~

28. **Notice.** Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the District:
c/o Inframark
2654 Cypress Ridge Blvd
Suite 101
Wesley Chapel, FL 33544
Attn: Jayna Cooper

To the Contractor:
9225 Ulmerton Rd
Suite 410
Largo, FL 33771
~~Attn: Paul Ferrara~~

Brandy Ferrara
Manager@aeaccess.com

29. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

~~30. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.~~

Accurate Electronics, Inc. Contract #022024-GGCC-B Dated Feb. 20th 2024 shall constitute the entire agreement along with

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date written above.

agreed upon additional addendum terms listed herein.

Accurate Electronics, Inc.

The Groves

Community Development District

Derik Palmer

Name: Derik Palmer

Title: President/CEO

Bill Boutin

Bill Boutin

Chair of the Board of Supervisors

visitor lane reset loop





LARGO
50 8TH AVE SW
LARGO, FL 33770-9998
www.usps.com

11/17/2025

02:18 PM

TRACKING NUMBERS
9589 0710 5270 2722 6536 15

TRACK STATUS OF ITEMS WITH THIS CODE
(UP TO 25 ITEMS)



TRACK STATUS BY TEXT MESSAGE

Send tracking number to 28777 (2USPS)
Standard message and data rates may apply

TRACK STATUS ONLINE

Visit <https://www.usps.com/tracking>
Text and e-mail alerts available

PURCHASE DETAILS

Product	Qty	Unit Price	Price
Mailer 10.5 x 16	1	\$1.89	\$1.89
First-Class Mail® Large Envelope	1		\$4.14
Tallahassee, FL 32301			
Weight: 0 lb 9.50 oz			
Estimated Delivery Date			
Fri 11/21/2025			
Certified Mail®			\$5.30
Tracking #:			
	9589 0710 5270 2722 6536 15		
Return Receipt			\$4.40
Tracking #:			
	9590 9402 9627 5121 9524 07		
Total			\$13.84
Grand Total:			\$15.73

Credit Card Remit \$15.73
Card Name: VISA
Account #: XXXXXXXXXXXX9102
Approval #: 05519G
Transaction #: 842
AID: A0000000031010 Contactless
AL: VISA CREDIT

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Visit <https://emailus.usps.com>

All hazardous labels/markings on reused
boxes MUST be completely
removed/obliterated if they no longer
match the contents.

In a hurry? Self-service kiosks offer
quick and easy check-out. Any Retail
Associate can show you how.

PREVIEW YOUR MAIL AND PACKAGES
Sign up for FREE at
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Customer Service
1-800-ASK-USPS
(1-800-275-8777)

Agents do not have any additional
information other than what is provided on
USPS.com.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 115085-0210
Receipt #: 840-53350061-1-9823392-1
Clerk: 29

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kilinski Van Wyk
 c/o Lauren Gentry
 517 E. College Ave
 Tallahassee FL 32301



9590 9402 9627 5121 9524 07

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

9589 0710 5270 2722 6536 15

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



9589 0710 5270 2722 6536 15

9589 0710 5270 2722 6536 15

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- | | |
|--|----|
| ☐ Return Receipt (hardcopy) | \$ |
| ☐ Return Receipt (electronic) | \$ |
| ☐ Certified Mail Restricted Delivery | \$ |
| ☐ Adult Signature Required | \$ |
| ☐ Adult Signature Restricted Delivery | \$ |

Postage

\$

Total Postage and Fees

\$

Sent To

KILINSKI VAN WYK c/o L. GENTRY

Street and Apt. No., or PO Box No.

517 E. COLLEGE AVE

TALLAHASSEE FL 32301

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here



The Groves CDD Aquatics

Inspection Date:

11/24/2025 11:06 AM

Prepared by:

Matt Goldrick

Account Manager

STEADFAST OFFICE:

WWW.STEADFASTENV.COM
813-836-7940

Inspection Report

SITE: 2C-1

Condition: Excellent Great Good Poor ☒ Mixed Condition Improving



Comments:

Due to its persistence and tendency to grow on submerged vegetation, the algae present here is likely what we call "orange algae." It's a bacterium that doesn't respond well to typical algaecides. The same product used on pond 3A usually yields good results. I will do a test treatment to gauge effectiveness before fully dosing the pond.

All photos on today's report will be low-profile. Overhead photos were obscured by fog.

<u>WATER:</u>	☒ Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	☒ Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	Minimal	☒ Moderate
<u>NUISANCE SPECIES OBSERVED:</u>			Substantial
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	☒ Slender Spikerush	Other:
			Chara

SITE: 2C-2

Condition: Excellent Great Good Poor ☒ Mixed Condition Improving



Comments:

This pond has similar algal growth to pond 2C-1. If antibacterial treatments are successful there, they will also be done here. Shoreline grasses will continue to be addressed in the meantime.

<u>WATER:</u>	☒ Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	☒ Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	☒ Minimal	Moderate
<u>NUISANCE SPECIES OBSERVED:</u>			Substantial
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	☒ Slender Spikerush	Other:
			Chara

Inspection Report

SITE: 4

Condition: Excellent ☒Great Good Poor Mixed Condition Improving



Comments:

Mild submerged filamentous algae around the perimeter. It has recently been treated and will continue to decay.
Mild overspray on shoreline grasses.

<u>WATER:</u>	☒ Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	☒ Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	☒ N/A	Minimal	Moderate
<u>NUISANCE SPECIES OBSERVED:</u>			Substantial
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other: Chara

SITE: 5

Condition: Excellent Great ☒Good Poor Mixed Condition Improving



Comments:

Submerged vegetation growth is starting in the corners. A technician will begin a treatment plan to clear this starting next visit.
No algae or nuisance shoreline grasses observed.

<u>WATER:</u>	☒ Clear	Turbid	Tannic
<u>ALGAE:</u>	☒ N/A	☒ Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	☒ Minimal	Moderate
<u>NUISANCE SPECIES OBSERVED:</u>			Substantial
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	☒ Other: Submerged

Inspection Report

SITE: 6G

Condition: Excellent Great ✓Good Poor ✓Mixed Condition Improving


Comments:

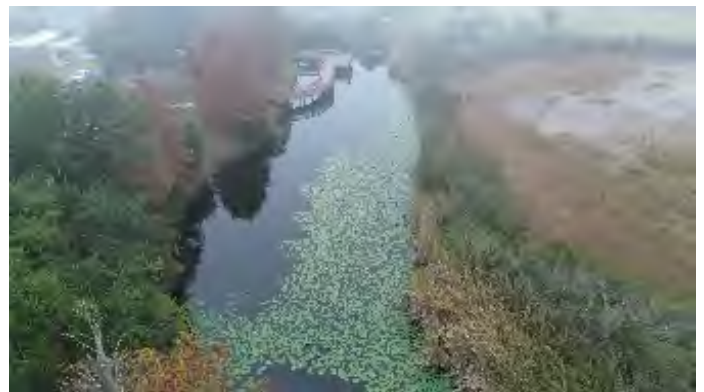
Ongoing treatments for submerged vegetation are occurring. Most of the slender spikerush on the north side is decaying. Further treatments on the south side may affect lilies.
Any algae present is decaying and submerged.

Beer can accumulation has started again along Diamonte Dr.

<u>WATER:</u>	✗ Clear	Turbid	Tannic	
<u>ALGAE:</u>	N/A	✗ Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	Minimal	✗ Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	✗ Slender Spikerush	Other:	

SITE: 7

Condition: Excellent ✓Great Good Poor Mixed Condition ✓Improving


Comments:

Previous treatments to cattails and tussocks have been effective. No algae or new nuisance growth observed.

<u>WATER:</u>	✗ Clear	Turbid	Tannic	
<u>ALGAE:</u>	✗ N/A	Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	✗ N/A	Minimal	Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	Other:	

Inspection Report

SITE: F-N

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Minimal nuisance grass growth on the exposed shoreline and pond bed.
Technicians will continue to address this.
No algae observed.
Water level very low.

<u>WATER:</u>	☒ Clear	Turbid	Tannic
<u>ALGAE:</u>	☒ N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	☒ Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	☒ Slender Spikerush	Other:	

SITE: F-S

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Minimal nuisance grass growth on the exposed shoreline and pond bed.
Technicians will continue to address this.
No algae observed.
Water level very low.

<u>WATER:</u>	☒ Clear	Turbid	Tannic
<u>ALGAE:</u>	☒ N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	☒ Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	☒ Slender Spikerush	Other:	

Inspection Report

SITE: Sump 10

Condition: Excellent Great ☒ Good Poor Mixed Condition Improving



Comments:

Most of the filamentous algae present is decaying from previous treatments. A technician will follow up and re-treat if needed. Nuisance grasses on the shoreline will be addressed at that time.

<u>WATER:</u>	☒ Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	☒ Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	Minimal	☒ Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	☒ Slender Spikerush	Other:	

SITE: Sump 14

Condition: Excellent ☒ Great Good Poor Mixed Condition Improving



Comments:

Very minimal submerged vegetation growth around the perimeter. Treatments to clear growth will continue. No algae observed.

<u>WATER:</u>	☒ Clear	Turbid	Tannic
<u>ALGAE:</u>	☒ N/A	☒ Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	☒ Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	☒ Slender Spikerush	Other:	

Inspection Report

MANAGEMENT SUMMARY



With December on the way, fall gives way to winter. We can expect mornings, evenings, and nights to have colder temperatures with the occasional higher daytime temperature. The growth rate for both algae and nuisance plants are slowing as a result, giving technicians the ability to make headway in more overgrown areas. Rain events are becoming less frequent, leading to extended decay times for surface algae (further extended by the cold weather). Additionally, water levels across most ponds will be/are decreasing.

Ponds were in mixed condition during today's inspection. Submerged vegetation is the most pervasive issue, but it is only present in a handful of ponds. Algae tends to grow amid this vegetation; submerged when it is actively growing on the bottom, surface when it decays and uproots. Fortunately, most algaecide mixes employed by technicians also contain herbicide to address both types of growth simultaneously. Shoreline grasses are present in small amounts and are routinely treated.

RECOMMENDATIONS

Continue to treat ponds for algae, administer follow-ups to ponds experiencing extended decay times.

Administer treatments to any nuisance grasses growing along exposed shorelines and within beneficial plants.

Continue to apply treatment to overgrown littoral areas.

Avoid over treating ponds, to prevent fish kills or toxic blooms.

Stay alert for debris items that find their way to the pond's shore.

Thank you for choosing Steadfast Environmental!

MAINTENANCE AREA



THE GROVES CDD

Festive Groves Blvd, Land O' Lakes

Gate Code:





Printed: Nov 24, 2025

30435 Commerce Drive Unit 102, San Antonio, FL 33576

Phone: 844-347-0702

Fax: 813-501-1432

Daily Logs List

Nov 3, 2025

Job: SE1064 The Groves CDD**Title:****Added By:** Joshua Britto**Log Notes:**

21,20,19, 22 inspection/ minor treatment for regrowth

3a,3b inspection/ very minor algae treatment

2a, treated for minor planctonic an weeds

1, minor grasses

2b, minor grasses

7, inspection

5/4 inspection

S14,s10 treated for minor algae

Fn/fs drying inspection

Weather Conditions:

Mostly sunny

**75°F****56°F**

Wind: 10 mph

Humidity: 83%

Total Precip: 0"

Mon, Nov 3, 2025, 12:27 PM

Attachments: 19





Printed: Nov 24, 2025

30435 Commerce Drive Unit 102, San Antonio, FL 33576

Phone: 844-347-0702

Fax: 813-501-1432

Daily Logs List

Nov 20, 2025

Job: SE1064 The Groves CDD**Title:****Added By:** Joshua Britto**Log Notes:**

6g, treated for slender and algae

S14, inspected

5, inspection

S10, treated for minor algae

1, inspection

4, submerged algae

C1.c2, treated for orange algae and slender

3a, heavy algae

3b, inspected

Weather Conditions:

Mostly sunny

Thu, Nov 20, 2025, 1:56 PM

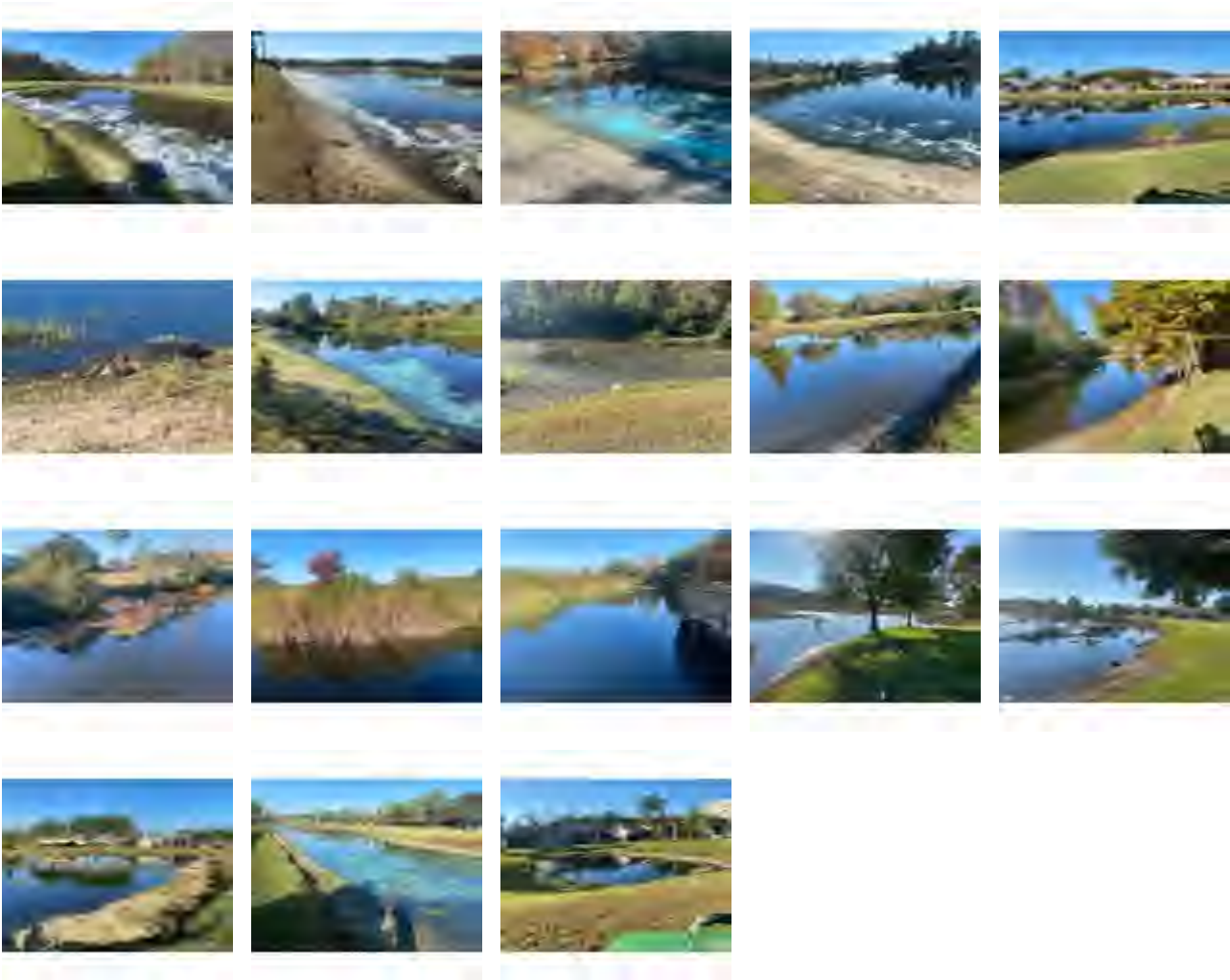
**84°F****60°F**

Wind: 3 mph

Humidity: 96%

Total Precip: 0"

Attachments: 18





Manager Report

November 20, 2025

Landscape

- Hard wood trimming has begun on Melogold.
- Latest QSR attached.
- Wet Checks performed on all CDD areas.
- Met with Davey Account Manager 11/19/25
- Quote received for new sod along Festive Groves. \$5K
- Festive Grove, Shaddock and irrigation repairs made.
- Additional quotes received for clean up and replacement bushes on US 41.

Ponds

- Aquagenix Aquatics on site to give proposals for weirs and grates that were identified and need replacement per District Engineer Report.
- We continue to receive positive reports from residents on Pond 3A and Pond 22.

Restaurant

- Screened repaired outside seating for restaurant

Pool

- Pool air compressor replaced manufacturer, and Pool Works will be installing a new system to prevent this in the future. This is at no additional cost to the District.
- Gas heater failed during cold snap. Manufacturers on site along with Pool Works on November 18th it will take about a week for them to secure necessary parts and repairs will begin once they are received.
- Pool works continues to assist us with the ongoing issues of the pool with manufacturers.
- The electric Pool heater GBB is operational and will continue to keep the pool at temperature.

Field & Maintenance

- Old door transition by Golf Shop and new transition being replaced this week.
- Festive Groves white fencing cleaned
- Pool white fencing is in process of being cleaned.
- Door entrances on rotating schedule to be swept to remove cobwebs and bugs.
- Back up LED light strips on hand to expedite in house repairs to gates when they occur.
- Quote for new keypad at front pedestrian entrance obtained due to damage done by resident. \$1000
- Many repairs to Front and Back Gate due to bus, vendor, golf cart and bicycle strikes.
- 4 invoices for repairs sent to individuals that have caused damage ranging from \$150-1800.
- Arry's roofing here for soffit quotes 11/21/2025
- Triple A court surfaces tennis company on site for quote 11/21/25
- ECS on site to replace NVR in building maintenance.
- Big Sun Fencing on site 11/17 for fencing repair and replacement quote

Administrative

- Health inspector on site for Pool and Spa Inspections – **Passed**
- Dynamic Media contacted and assisted with reboot of Sirius XM system
- Microphone box replaced for sound system
- Identifying router boxes with HOA to update billing for Spectrum and Ring Central.
- Reserve Study in process they will be on site December 4th to meet with staff and Supervisor Loar.
- Reclaimed water meter switched over confirmed by Pasco County.
- Pasco County will be reviewing past billing to determine any credits back for overcharges. This will be a lengthy process and we will continue to follow up with them on this matter.
- Shuffleboard lines to be painted based on shuffleboard schedule and company availability.

FRONT / BACK GATE

- Please call or visit the CDD office for gate codes or questions regarding the cell gate application. We are happy to assist in any way.
- Remember to advise your vendors and guests to be mindful when entering and exiting the community, this is where most of our incidents occur.
- Gate repairs are slow at this time due to litigation with company.



QUALITY SITE ASSESSMENT REPORT

Job Site: 7924 Melogold Cir CDD
 Customer: The Groves
 Contact: Wendi McAnn & Clinton Robinson Email:
 Operations Mgr: April Pursley Email:
 Super. / Crew Lead: Francisco Minsal Email:
 Inspected By: Felix Ruberte Email:
 Customer Attendee: Email:
 Davey Attendee: Email:

QSA Reference

Number: 36488
 This QSA Date: 11/12/2025
 Prior QSA Date:
 Next QSA Date:

Carryover Items

Initiated Date

1		
2		
3		
4		
5		
6		
7		
8		

Maintenance Punch List Items

1	
2	
3	
4	
5	
6	
7	
8	

Improvement Suggestions

1	Continue to pull and spray for weeds.
2	Continue to work on woodlines around community.
3	
4	
5	
6	
7	
8	

Notes to Customer

All community was frosted on the Morning of 11/12/25. This can cause weeds to turn dark on some areas .

Signature

QUALITY SITE ASSESSMENT REPORT

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Customer: The Groves

Contact: Wendi McAnn & Clinton Robinson

Email:

Operations Mgr: April Pursley

Email:

Super. / Crew Lead: Francisco Minsal

Email:

Inspected By: Felix Ruberte

Email:

Customer Attendee:

Email:

Davey Attendee:

Email:

QSA Reference

Number: 36488

This QSA Date: 11/12/2025

Prior QSA Date:

Next QSA Date:

Supporting Photos and Drawings

Location / Photo / Drawing 1 and notes

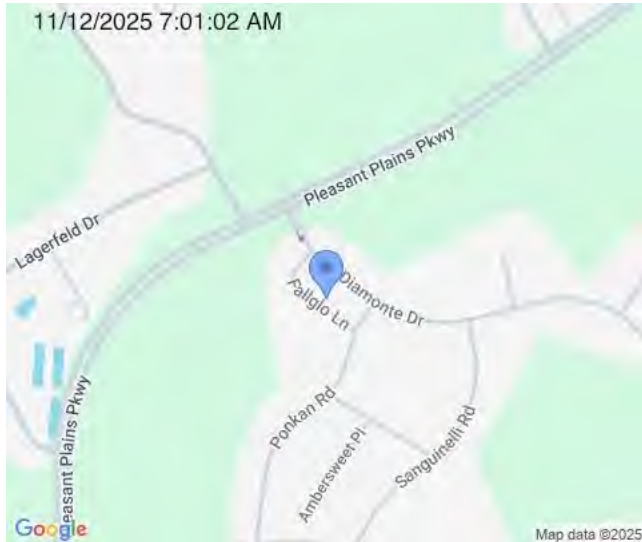


Photo / Drawing 2 and notes



Frost on the morning of 11/12/25. All crew members were told to stay away from turf until areas started to meltdown.

Photo / Drawing 3 and notes



Frost on the morning of 11/12/25. All crew members were told to stay away from turf until areas started to meltdown.

Photo / Drawing 4 and notes



Leaves were blown back into turf to pick them up.

QUALITY SITE ASSESSMENT REPORT

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Operations Mgr: April Pursley

Email:

Super. / Crew Lead: Francisco Minsal

Email:

Inspected By: Felix Ruberte

Email:

Customer Attendee:

Email:

Davey Attendee:

Email:

QSA Reference

Number: 36488

This QSA Date: 11/12/2025

Prior QSA Date:

Next QSA Date:

Supporting Photos and Drawings

Photo / Drawing 5 and notes



Crew blew all leaves to side walk to pick them up .

Photo / Drawing 6 and notes



Before leaf removal.

Photo / Drawing 7 and notes



After leaf removal

Photo / Drawing 8 and notes



After leaf removal

QUALITY SITE ASSESSMENT REPORT

Job Site: 7924 Melogold Cir CDD

Customer: The Groves

Contact: Wendi McAnn & Clinton Robinson

Email:

Operations Mgr: April Pursley

Email:

Super. / Crew Lead: Francisco Minsal

Email:

Inspected By: Felix Ruberte

Email:

Customer Attendee:

Email:

Davey Attendee:

Email:

QSA Reference

Number: 36488

This QSA Date: 11/12/2025

Prior QSA Date:

Next QSA Date:

Supporting Photos and Drawings

Photo / Drawing 9 and notes



Leaves were removed and sidewalk were free of debris .

Photo / Drawing 10 and notes



Leaves were removed from turf .

Photo / Drawing 11 and notes



Main entrance was blown off and trimmed.

Photo / Drawing 12 and notes



Weeds and magnolia pods were removed from area. Sod needs replacement at main entrance.

QUALITY SITE ASSESSMENT REPORT

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Customer: The Groves

Contact: Wendi McAnn & Clinton Robinson

Email:

Operations Mgr: April Pursley

Email:

Super. / Crew Lead: Francisco Minsal

Email:

Inspected By: Felix Ruberte

Email:

Customer Attendee:

Email:

Davey Attendee:

Email:

QSA Reference

Number: 36488

This QSA Date: 11/12/2025

Prior QSA Date:

Next QSA Date:

Supporting Photos and Drawings

Photo / Drawing 13 and notes



Hedge behind Shaddock before pruning

Photo / Drawing 14 and notes



Hedge behind shaddock while crew was actively working on it.

Photo / Drawing 15 and notes



Hedge behind Shaddock After service.

Photo / Drawing 16 and notes



Sides and top we're pruned.

QUALITY SITE ASSESSMENT REPORT

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Customer: The Groves

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Email:

Operations Mgr: April Pursley

Email:

Super. / Crew Lead: Francisco Minsal

Email:

Inspected By: Felix Ruberte

Email:

Customer Attendee:

Email:

Davey Attendee:

Email:

QSA Reference

Number: 36488

This QSA Date: 11/12/2025

Prior QSA Date:

Next QSA Date:

Supporting Photos and Drawings

Photo / Drawing 17 and notes



2 inch mainline before repair

Photo / Drawing 18 and notes



Area while being installed

Photo / Drawing 19 and notes



Area after being repaired. Two shrubs were removed to work on area. Davey can work on a proposal if needed.

Photo / Drawing 20 and notes



Visible frost on field and on top of the houses .

QUALITY SITE ASSESSMENT REPORT

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Email:

Inspected By: Felix Ruberte

Email:

Customer Attendee:

Email:

Davey Attendee:

Email:

QSA Reference

Number: 36488

This QSA Date: 11/12/2025

Prior QSA Date:

Next QSA Date:

Supporting Photos and Drawings

Photo / Drawing 21 and notes



Main entrance was trimmed and hand pulled vines.

Photo / Drawing 22 and notes



Cleaned ground cover at main entrance.

Photo / Drawing 23 and notes



Cleaned area as much as possible. Need to spray around it .

Photo / Drawing 24 and notes



**MINUTES OF MEETING
THE GROVES
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of The Groves Community Development District was held on Tuesday November 4, 2025, and called to order at 10:01 a.m. at The Groves Civic Center, 7924 Melogold Circle, Land O' Lakes, Florida 34647.

Present and constituting a quorum were:

Jimmy Allison	Chairperson
Richard Loar	Vice Chairperson
Sandy Cross	Assistant Secretary
Joel Watkins	Assistant Secretary
Jim Lewis	Assistant Secretary

Also present, either in person or via Zoom Communications, were:

Wendi McAnn	District Manager
Mary Grace	District Counsel (<i>via phone</i>)
Clint Robinson	Clubhouse Manager
Residents and Members of the Public	

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. McAnn called the meeting to order, and a quorum was established.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Audience Comments

Mr. Holt requested that the chair aerobic classes continue and be open to outside participants.

Mr. Wellman inquired regarding the revenue from non-resident amenity usage fees.

Mr. Bishop voiced concerns regarding the condition of the ballroom floors stating that furniture being moved across the floors during event set-ups could cause damage.

Mr. Crouse requested the Board not to forget the topic of pickleball court enhancements.

Ms. Crouse requested the Board not to forget the request regarding the reopening of the Conservation Walk.

Mr. Louge commented on the sound mitigation for the restaurant, the gym equipment adjustment issues, the Pro shop door and the pools mechanical failures.

FOURTH ORDER OF BUSINESS

Business Items

A. Consideration of Front and Back Gate Assessment – ECIS Findings

Ms. Grace advised the Board to allow 45 days for Accurate Electronics to respond to the litigation letter.

The Board requested additional content be added to the draft litigation letter to Accurate Electronics, such as permits, compensation for security services, insurance/bonds and back charging. The revised letter will be sent to Ms. McAnn for review.

The Board requested the security advisory committee's security service proposals be reviewed for security provided while the gates are inoperable.

Discussion ensued regarding equipment used by Accurate Electronics versus equipment on the contract. This was clarified by Mr. Robinson.

Examples of services concerns were discussed to support the litigation letter being sent to Accurate Electronics.

B. Discussion of HOA Proposal for Reclaimed Water Costs

Mr. Allison requested feedback from the Board regarding the Reclaimed Water for irrigation.

Discussion ensued and it was determined that the CDD and HOA attorneys would need to provide directions regarding this topic.

C. Consideration of Resolution 2026-02; Amending FY 2025 Budget (under other cover)

On MOTION by Mr. Watkins, seconded by Mr. Loar, with all in favor, motion to approve Resolution 2026-02; Amending FY2025 Budget carried.
--

FIFTH ORDER OF BUSINESS**Staff Reports****A. District Counsel**

Ms. Grace advised the Board of her approval of the HOA's request to update the Cart storage building under the understanding that proposals for the work must be presented to the CDD for approval. The decision on the proposals is the CDD's responsibility.

B. District Engineer

There being none, the next order of business followed.

C. Aquatics Report

A representative from Steadfast presented the Board with updates on the condition of the district's ponds.

D. Clubhouse Manager Report

A representative from Davies presented the Board with updates on landscaping and last month's irrigation and QSA report.

E. Clubhouse Manager Report

Mr. Robinson presented his report to the Board and provided updates regarding the Davies' landscaping meeting results.

F. District Manager

Ms. McAnn informed the Board that the CDD accountant will be joining the next board meeting to introduce themselves and be available for any questions they may have.

SIXTH ORDER OF BUSINESS**Business Administration****A. Consideration of the Minutes of the Meeting Held on October 7, 2025**

On MOTION by Mr. Watkins, seconded by Mr. Loar, with all in favor, motion to accept the October 7, 2025, Meeting Minutes carried.

SEVENTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Loar requested that the HOA quote to redesign cart barns at maintenance area be listed under District Counsel on the agenda, a review of non-resident fees be added to the agenda, and that the Christmas lighting be checked on the south side of the monument.

Mr. Lewis requested staff ensure that the gas heaters are operating and an update on the installation of the new air compressor for the pool.

Mr. Watkins requested the hedge on Shaddock be inspected and asked if the district will be receiving more Christmas lighting.

Ms. Cross inquired about the drain extension at the Golf Shop door and stated that the door areas needed to be cleared of cobwebs.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Loar, seconded by Mr. Watkins, with all in favor, motion to adjourn the November 4, 2025, meeting at 11:52 a.m. carried.
--

Wendi McAnn
District Manager

Jimmy Allison
Chairperson