



Rizzetta & Company

Palma Sola Trace
Community Development District
Board of Supervisors'

October 23, 2025

District Office · Riverview, Florida · (813) 533-2950

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida
33614

**Palma Sola Trace
Community Development District**

Palma Sola Trace Clubhouse. 7408 Hamilton Road, Bradenton FL, 34209

Board of Supervisors	Eva Walker David Kaiser Mary Gray Bill Wright Susan Kogge	Chairperson Vice Chairperson Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Rachel Welborn	Rizzetta & Company, Inc.
District Counsel	Lauren Gentry	Kilinski Van Wyk
District Engineer	Rick Schappacher	Schappacher Engineering

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

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

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

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

PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT
District Office · Riverview, Florida · (813) 533-2950
DISTRICT OFFICE • 2700 S. FALKENBURG RD, STE 2745. • RIVERVIEW, FL 33578

October 15, 2025

**Board of Supervisors
Palma Sola Trace Community
Development District**

FINAL AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Palma Sola Trace Community Development District will convene on **Thursday, October 23, 2025 at 1:30 p.m.** at **The Palma Sola Trace Clubhouse**, located at **7408 Hamilton Road, Bradenton, Florida 34209.**

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
 - A.** District Counsel
 - B.** District Engineer
 - C.** District Manager
- BUSINESS ITEMS**
 - A.** Consideration of Resolution 2026-01; Establishing a Public Hearing for the Purpose of Adopting Restated Rules of Procedure Tab 1
 - B.** Consideration of Resolution 2026-02; Redesignating an Assistant Secretary..... Tab 2
 - C.** Discussion on CDD Landscaping
 - D.** Consideration of Amendments to 2025 – 2026 Goals and Objectives Tab 3
- 5. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of Board of Supervisors' Regular Meeting held on August 28,2025 Tab 4
 - B.** Consideration of Operations & Maintenance Expenditures For August 2025..... Tab 5
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact us at (813) 933-5571.

Respectfully,

Rachel Welborn

District Manager

Tab 1

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PALMA SOLA TRACE 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, Palma Sola Trace 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 the City of Bradenton, Manatee 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 PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt the District’s Amended and Restated Rules of Procedure on **December 18, 2025, at 1:30 p.m. at the Palma Sola Trace Clubhouse, located at 7408 Hamilton Road, Bradenton, Florida 34209.**

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 23rd day of October, 2025.

ATTEST:

**PALMA SOLA TRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Proposed Amended and Restated Rules of Procedure

Exhibit A

Proposed Amended and Restated Rules of Procedure



MEMORANDUM

To: Board of Supervisors; District Staff

From: Kilinski | Van Wyk PLLC

Date: September 1, 2025

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

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

Business Hours

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

Public Meetings, Hearings, and Workshops

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

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

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

Notice of Rule Development

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



Notices of Rulemaking

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

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

Petitions to Initiate Rulemaking

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

Emergency Rule Adoption

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

Rule Variances

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

Competitive Purchases

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



Auditor Selection Committee Notices

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

Purchase of Insurance

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

Construction Contract Bids

Rule 3.5(2)(e) was amended to clarify that mistakes in arithmetic extension of pricing may be corrected by the Board provided such corrections do not result in a material change to the bid amount or create an unfair advantage.

Emergency Construction Service Purchases

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

Bid Protests

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

Facsimile Notices, Generally

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

**RULES OF PROCEDURE
PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF _____

TABLE OF CONTENTS

<u>Rule 1.0</u>	<u>General</u>	2
<u>Rule 1.1</u>	<u>Board of Supervisors; Officers and Voting</u>	3
<u>Rule 1.2</u>	<u>District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination</u>	7
<u>Rule 1.3</u>	<u>Public Meetings, Hearings, and Workshops</u>	10
<u>Rule 1.4</u>	<u>Internal Controls to Prevent Fraud, Waste and Abuse</u>	15
<u>Rule 2.0</u>	<u>Rulemaking Proceedings</u>	16
<u>Rule 3.0</u>	<u>Competitive Purchase</u>	22
<u>Rule 3.1</u>	<u>Procedure Under the Consultants' Competitive Negotiations Act</u>	27
<u>Rule 3.2</u>	<u>Procedure Regarding Auditor Selection</u>	31
<u>Rule 3.3</u>	<u>Purchase of Insurance</u>	35
<u>Rule 3.4</u>	<u>Pre-qualification</u>	37
<u>Rule 3.5</u>	<u>Construction Contracts, Not Design-Build</u>	43
<u>Rule 3.6</u>	<u>Construction Contracts, Design-Build</u>	48
<u>Rule 3.7</u>	<u>Payment and Performance Bonds</u>	53
<u>Rule 3.8</u>	<u>Goods, Supplies, and Materials</u>	54
<u>Rule 3.9</u>	<u>Maintenance Services</u>	58
<u>Rule 3.10</u>	<u>Contractual Services</u>	61
<u>Rule 3.11</u>	<u>Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9</u>	62
<u>Rule 4.0</u>	<u>Effective Date</u>	65

Rule 1.0 General.

- (1) The Palma Sola Trace 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/or~~ 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 ~~the~~his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

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

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

Rule 1.3 **Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least ~~forty-eight (48) hours~~three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Rachel Welborn, Rizzetta & Company, Inc., 2700 S. Falkenburg Drive, Suite 2745, Riverview, Florida 33578; Email: RWelborn@rizzetta.com. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

- (2) 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” 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, if it has one including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors ~~reasonable amount of time~~ at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to

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

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

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published ~~at least twenty-nine (29)~~ at least seven (7) days before the notice of rulemaking described in Section 2.0(3), infra., and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the ~~specific legal authority for the proposed rule grant of rulemaking authority for the proposed rule and law being implemented,~~ include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, ~~setting forth~~ 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, ~~and~~ 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 ~~the~~ estimated regulatory costs and the website address where

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

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule 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 or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) 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 sixty (60) thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-

case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

- (6) 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 ~~exists~~ which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority ~~—~~shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule provided that such procedure as long as it protects the public interest and complies with applicable law and ~~determined by the District and otherwise complies with~~ these provisions.

- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) 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~~or other~~ type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;

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

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

Rule 3.0 Competitive Purchase.

- (1) 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, ~~email~~ electronic mail, ~~facsimile~~, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's 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~~~~for a reasonable time~~ in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. 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, facsimile,~~ or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests 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 geographic location of the company's headquarters and offices in relation to~~ the District's needs, and the ability of the company to guarantee premium

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) 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, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

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

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

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

(4) Reapplication and Reinstatement

- (a) A contractor whose qualification to bid has been revoked or denied because of

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

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

(5) Emergency Suspension and Revocation

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

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) 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, ~~facsimile~~, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

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

Any contractor that has been found guilty by a court of 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~~ 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 bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

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

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

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

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) 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, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the 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, ~~facsimile~~, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect.

Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) 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, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

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

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

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

- (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, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, ~~facsimile~~, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) 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, facsimile, hand delivery, or email with delivery confirmation ~~United States Mail, or hand delivery~~ to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) 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 days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) 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 ~~on~~-appropriate terms ~~that~~which 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 _____, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

Tab 2

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT APPOINTING AN ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Palma Sola Trace Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Manatee County, Florida; and

WHEREAS, the Board of Supervisors of the District now desires to appoint an Assistant Secretary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Rachel Welborn and Matthew Huber are appointed as Assistant Secretaries and Ruben Durand is removed as an Assistant Secretary.

Section 2. This Resolution shall not supersede any appointments made by the Board other than specified in Section 1.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

**PALMA SOLA TRACE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Tab 3



Rizzetta & Company
Professionals in Community Management

3434 Colwell Avenue
Suite 200
Tampa, FL 33614
p: 813.514.0400
f: 813.514.0401
rizzetta.com

MEMORANDUM

TO: Board Supervisors

FROM: District Management

SUBJECT: Goals and Objectives for FY 2025/2026

This memo outlines district goals and objectives for the 2025-2026 fiscal year in accordance with the recent legislation of HB 7013. The goals and objectives listed focus on maintaining statutory compliance while simultaneously pursuing efficiency and sound operational practices. Management advises against adopting all the proposed goals and objectives listed below. Instead, we recommend selecting a few key priorities that the board deems most advantageous to pursue.

Financial Goals and Objectives:

- Financial Transparency – commit to regularly reporting the financial status of the district.
- Budget Conscious – strive to stay within budget and provide justification for exceeding total budgeted expenditures.
- Investment Strategy - periodically review the district's investment objectives and performance.

Board Meeting Goals and Objectives:

- Productive Meetings – commit to conducting an orderly and efficient meeting.
- Audience Comments – adhere to this requirement to foster informed decision-making.
- Teamwork - work as a team and not as individuals.
- Provide a healthy and safe working environment for the board, staff and audience.
- Respect others and allow everyone that wishes to speak to be heard.

Administrative Goals and Objectives:

- Website Maintenance - ensure that the website is always up-to-date and in compliance.
- Adhere to the board's established Rules of Procedure.
- Review the district's Rules of Procedure on an annual basis (or as frequent as the board desires) and update, as necessary.
- Records Retention - periodically review the district's policy on records retention.

Operational Goals and Objectives:

- Promote efficient communication ensuring timely resolution of maintenance concerns – board and residents to contact manager outside of a meeting to report maintenance issues, not taking up time during a meeting.
- District Assets - safeguard the district's assets and ensure they are maintained in good condition.
- Ongoing Tasks - staff to provide continual updates on assigned tasks until conclusion.
- Reserve Study – if applicable, ensure periodic and consistent reviews and update as needed.
- Open and Transparent Communication

Tab 4

**PALMA SOLA TRACE
COMMUNITY DEVELOPMENT DISTRICT**

The Audit Committee meeting of the Board of Supervisors of the Palma Sola Trace Community Development District was held on **Thursday, August 28, 2025, at 1:19 p.m.** at the Palma Sola Trace Clubhouse located at 7408 Hamilton Road, Bradenton, FL 34209.

Present and constituting a quorum:

Eva Walker	Board Supervisor; Chairperson
David Kaiser	Board Supervisor; Vice Chairperson (via conf. call)
Susan Kogge	Board Supervisor; Asst. Secretary
Bill Wright	Board Supervisor; Asst. Secretary

Also, present were:

Ruben Durand	District Manager; Rizzetta & Company, Inc.
Grace Rinaldi	District Counsel, Kilinski, via conf. call
Rick Schappacher	District Engineer, Schappacher Engineering

Audience **Present**

FIRST ORDER OF BUSINESS

Call to Order

Mr. Durand called the meeting to order and confirmed a quorum.

SECOND ORDER OF BUSINESS

Business Administration

A. Ranking of Audit Proposals

The Board Ranked DiBartolomeo at 88 and Grau at 97.

On a motion by Ms. Walker, seconded by Ms. Kogge, the Board with all in favor approved Grau's proposal for Audit Services for the Palma Sola Trace Community Development District.

THIRD ORDER OF BUSINESS

Adjournment

On a motion by Ms. Walker, seconded by Ms. Kogge, the Board approved the adjournment of the meeting at 1:30 p.m. for the Palma Sola Trace Community Development District.

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Assistant Secretary

Chair / Vice Chair

DRAFT

**PALMA SOLA TRACE
COMMUNITY DEVELOPMENT DISTRICT
REGULAR MEETING**

The Regular meeting of the Board of Supervisors of the Palma Sola Trace Community Development District was held on **Thursday, August 28, 2025, at 1:31 p.m.** at the Palma Sola Trace Clubhouse located at 7408 Hamilton Road, Bradenton, FL 34209.

Present and constituting a quorum:

Eva Walker	Board Supervisor; Chairperson
David Kaiser	Board Supervisor; Vice Chairperson (via conf. call)
Susan Kogge	Board Supervisor; Asst. Secretary
Mary Gary	Board Supervisor; Asst. Secretary (via conf. call)
Bill Wright	Board Supervisor; Asst. Secretary

Also, present were:

Ruben Durand	District Manager; Rizzetta & Company, Inc.
Grace Rinaldi	District Counsel, Kilinski, via conf. call
Rick Schappacher	District Engineer, Schappacher Engineering

Audience **Present**

FIRST ORDER OF BUSINESS

Call to Order

Mr. Durand called the meeting to order and conducted roll call, confirming a quorum was present.

SECOND ORDER OF BUSINESS

Audience Comments

A resident praised the creek work.

THIRD ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Rinaldi reminded the board regarding Sunshine Law.

On a Motion by Ms. Walker, seconded by Ms. Kogge, the Board unanimously agreed to accept the rankings of the Audit Committee for the Palma Sola Trace Community Development District.

B. District Engineer

Mr. Schappacher proved updates regarding the perimeter wall.

C. District Manager

Mr. Durand stated the next meeting will be held on October 23rd at 1:30 p.m.

FOURTH ORDER OF BUSINESS

Business items

A. Opening of Public Hearing on Fiscal Year 25 – 26 Final Budget

On a Motion by Ms. Walker, seconded by Ms. Kogge, the Board unanimously agreed to open the Public Hearing on Fiscal Year 25 – 26 Final Budget for the Palma Sola Trace Community Development District.

B. Closing of Public Hearing on Fiscal Year 25 – 26 Final Budget

On a Motion by Ms. Kogge, seconded by Mr. Wright, the Board unanimously agreed to close the Public Hearing on Fiscal Year 25 – 26 Final Budget for the Palma Sola Trace Community Development District.

C. Consideration of Resolution 2025 – 05; Adopting Fiscal Year 25 – 26 Final Budget

On a Motion by Mr. Wright, seconded by Ms. Walker, the Board unanimously approved Resolution 2025 – 05; Adopting Fiscal Year 25 – 26 Final Budget for the Palma Sola Trace Community Development District.

D. Opening of Public Hearing on Fiscal Year 25 – 26 Assessments

On a Motion by Ms. Walker, seconded by Ms. Kogge, the Board unanimously agreed to open the Public Hearing on Fiscal Year 25 – 26 Assessments for the Palma Sola Trace Community Development District.

E. Closing of Public Hearing on Fiscal Year 25 – 26 Assessments

On a Motion by Mr. Wright, seconded by Ms. Kogge, the Board unanimously agreed to close the Public Hearing on Fiscal Year 25 – 26 Assessments for the Palma Sola Trace Community Development District.

F. Consideration of Resolution 2025 – 06; Levying O&M Assessments for Fiscal Year 25 – 26

On a Motion by Ms. Walker, seconded by Ms. Kogge, the Board unanimously approved

Resolution 2025 – 06; Levying O&M Assessments for Fiscal Year 25 – 26 for the Palma Sola Trace Community Development District.

G. Consideration of Resolution 2025 – 07; Setting the Meeting Schedule for Fiscal Year 2025-2026

On a Motion by Ms. Kogge, seconded by Mr. Wright, the Board unanimously approved Resolution 2025 – 07; Setting the Meeting Schedule for Fiscal Year 2025-2026 as amended for the Palma Sola Trace Community Development District.

H. Ratification of 2024 – 2025 Goals and Objectives

On a Motion by Ms. Walker seconded by Ms. Kogge, the Board unanimously agreed to ratify the Goals and Objectives Report for FY 2024 – 2025 for the Palma Sola Trace Community Development District.

I. Consideration of 2025 – 2026 Goals and Objectives

On a Motion by Mr. Wright seconded by Ms. Kogge, the Board unanimously agreed to approve The Goals and Objectives for FY 2025 – 2026 and discuss possible amendments at the October Meeting for the Palma Sola Trace Community Development District.

FIFTH ORDER OF BUSINESS

Business Administration

A. Consideration of Minutes of Board of Supervisors' Meeting held on June 26, 2025

On a Motion by Ms. Walker, seconded by Mr. Wright, the Board unanimously approved the June 26th, 2025, meeting minutes as amended for the Palma Sola Trace Community Development District.

B. Consideration of Operations & Maintenance Expenditures for June and July 2025

On a Motion by Ms. Walker seconded by Ms. Kogge, the Board unanimously ratified expenditures for June 2025 (\$23,533.72) and July 2025 (\$18,921.85), for the Palma Sola Trace Community Development District.

SIXTH ORDER OF BUSINESS

Supervisor Requests

Ms. Walker voiced concerns over the Sarasota Gate and Access

Mr. Wright would like no fishing signs placed around the pond (10 signs, 6 feet post)

SEVENTH ORDER OF BUSINESS

Adjournment

On a motion by Ms. Walker, seconded by Ms. Kogge, with all in favor, the Board of Supervisors adjourned the meeting at 3:13 p.m. for the Palma Sola Trace Community Development District.

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Assistant Secretary

Chair / Vice Chair

DRAFT

Tab 5

PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT

District Office - Tampa, Florida - (813)-933-5571

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
palmasolatraceddd.org

Operation and Maintenance Expenditures August 2025 For Board Approval

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

The total items being presented: **\$117,827.66**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Palma Sola Trace Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
A N J Excavation, LLC	300077	10	Sidewalk Repair 08/25	\$1,050.00
Admiral Environmental	300068	4506	Monthly Aquatic Maintenance 08/25	\$900.00
BrightView Landscape Services, Inc.	300067	9432765	Planted Plants 07/25	\$550.00
BrightView Landscape Services, Inc.	300069	9436516	Exterior Maintenance 08/25	\$851.00
BrightView Landscape Services, Inc.	300074	9457235	Misc BVLS Sarasota 07/25	\$150.00
BrightView Landscape Services, Inc.	300075	9467802	Planted Plants 08/25	\$325.00
Coastal Concrete Products	30000	3503	Hurrican Milton Repair	\$80,620.23
Crosscreek Environmental, Inc.	300005	22216	Bank Repair 08/25	\$22,869.00
Florida Power & Light Company	20250822-1	FPL Summary 07/25 ACH-390	FPL Electric Summary 07/25	\$363.28
Kilinski Van Wyk, PLLC	300066	12738	Monthly Legal Services 06/25	\$2,277.00
Kilinski Van Wyk, PLLC	300076	12908	Monthly Legal Services 07/25	\$265.50
Rizzetta & Company, Inc.	300065	INV0000101215	District Management Services 08/25	\$4,825.08
Schappacher Engineering, LLC	300072	2881	District Engineering Services 05/25	\$1,125.00

Palma Sola Trace Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Schappacher Engineering, LLC	300073	2908	District Engineering Services 07/25	\$1,200.00
School Now	300070	INV-SN-876	School Now CDD ADA-PDF 07/25	\$384.38
The Observer Group, Inc.	300071	25-01250M	Legal Advertising 07/25	<u>\$72.19</u>
Total				<u>\$ 117,827.66</u>

INVOICE

A N J EXCAVATION LLC

INVOICE # 10
DATE: AUGUST 18, 2025

1220 59th Ave E
Bradenton, FL 34203
941-405-5426
Mondoandjacob@gmail.com

TO Palma Sola Trace Community Development District
12750 Citrus Park Ln. #115
Tampa, FL 33625

JOB SITE ADDRESS	START DATE	END DATE
Palma Sola- Sidewalk Repair 7-9-25 Bid	August	August

	DESCRIPTION	LINE TOTAL
1	Grind raised sidewalks	150.00
2	Remove and replace 5'x5' approach with 12" Thickened edge	825.00
3	Misc Cleanup and Work	50.00

RECEIVED
08/27/25

TOTAL \$1,050.00

Make all checks payable to A N J EXCAVATION LLC
THANK YOU FOR YOUR BUSINESS!

RECOMMENDED FOR PAYMENT:

Rick Schuppert 8/27/25

Admiral Environmental LLC
PO Box 5546
Sarasota, FL 34277-5546
+19417773350
office@admiralenvironmental.com



INVOICE

BILL TO

Palma Sola Trace CDD (Ponds)
C/O Rizzetta & Company, Inc.
3434 Colwell Ave, Suite 200
Tampa, FL 33614

SHIP TO

Palma Sola Trace CDD
(Ponds)
C/O Rizzetta & Company, Inc.
3434 Colwell Ave, Suite 200
Tampa, FL 33614

INVOICE # 4506

DATE 08/01/2025

TERMS Due on receipt

CUSTOMER

Palma Sola Trace CDD (Ponds)

DESCRIPTION	QTY	RATE	AMOUNT
Monthly Aquatic Management - Palma Sola Trace CDD (Ponds)	1	900.00	900.00
This invoice is for service in August, 2025. Thank you for being a valued customer.			
SUBTOTAL			900.00
TAX			0.00
TOTAL			900.00
BALANCE DUE			\$900.00

RECEIVED
08/21/25



INVOICE

Sold To: 15814541
Palma Sola Trace CDD
c/o Rizzetta & Company
3434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 15814541
Invoice #: 9432765
Invoice Date: 7/21/2025
Sales Order: 8613251
Cust PO #:

Project Name: 3 side beds on walkways from PST HOA to pool

Project Description: Walkway from PST HOA to pool

Job Number	Description	Qty	UM	Unit Price	Amount
341105291	Palma Sola Trace CDD				
	Irrigation will be billed separately	1.000	BG	0.00	
	3 gal macho fern	6.000	EA	25.00	150.00
	3 gal flax lillies	11.000	EA	25.00	275.00
	3 gal silver buttonwood	5.000	EA	25.00	125.00
				Total Invoice Amount	550.00
				Taxable Amount	
				Tax Amount	
				Balance Due	550.00

RECEIVED
07/21/25

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 941 756-2939

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 15814541
Invoice #: 9432765
Invoice Date: 7/21/2025

Amount Due: \$ 550.00

Thank you for allowing us to serve you

Please reference the invoice # on your
check and make payable to

Palma Sola Trace CDD
c/o Rizzetta & Company
3434 Colwell Ave Ste 200
Tampa FL 33614

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655



INVOICE

Palma Sola Trace CDD
c/o Rizzetta & Company
3434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 15814541
Invoice #: 9436516
Invoice Date: 8/1/2025
Cust PO #:

Job Number	Description	Amount
341105291	Palma Sola Trace CDD Exterior Maintenance For August	851.00
RECEIVED 07/25/25		Total invoice amount 851.00 Tax amount Balance due 851.00

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 941-756-2939

Please detach stub and remit with your payment

Did you know that BrightView now offers auto ACH as a payment method? Discover the convenience and safety of automatic ACH bill payment for your recurring billing. Please contact autopay@brightview.com or your branch point of contact for more information on how to sign up on Auto Pay.

Payment Stub

Customer Account#: 15814541
Invoice #: 9436516
Invoice Date: 8/1/2025

Amount Due: \$851.00

Thank you for allowing us to serve you

Please reference the invoice # on your check
and make payable to:

Palma Sola Trace CDD
c/o Rizzetta & Company
3434 Colwell Ave Ste 200
Tampa FL 33614

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655



INVOICE

Sold To: 15814541
Palma Sola Trace CDD
c/o Rizzetta & Company
3434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 15814541
Invoice #: 9457235
Invoice Date: 7/30/2025
Sales Order: 8708542
Cust PO #:

Job Number	Description	Qty	UM	Unit Price	Amount
341100000	Misc-BVLS Sarasota Palma Sola Trace Hoa	1.000	EA	150.00	150.00
RECEIVED 08/06/2025					
Total Invoice Amount					150.00
Taxable Amount					
Tax Amount					
Balance Due					150.00

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 941 756-2939

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 15814541
Invoice #: 9457235
Invoice Date: 7/30/2025

Amount Due: \$ 150.00

Thank you for allowing us to serve you

Please reference the invoice # on your
check and make payable to

Palma Sola Trace CDD
c/o Rizzetta & Company
3434 Colwell Ave Ste 200
Tampa FL 33614

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

BrightView

Landscape Services

7175 21st Street East
Sarasota, FL 34243-3943
Phone (941) 756-2939 Fax (941) 756-2851
Contract and Authorization for Extra Work

Client/Owner's Business Name: Palma Sola Trace CDD	Date: 7/8/2025	Contract/AEW No: 8708542
Client/Owner's Billing Address: c/o Rizzetta & Company 3434 Colwell Ave Ste 200 Tampa FL 33614	Job Name: Palma Sola Trace Villas HOA	Job Number 341105392
Client Contact:	Job Site Address: 7408 Hamilton Rd Bradenton FL 34209	
Client/Jobsite phone no.: () Client Fax #: Client Email:	BrightView Landscape Services Representative:	

Scope of Work to Perform:

Line Number	Description	Quantity	UOM	Unit Price	Extended Amount
1.000	Palma Sola Trace Hoa	1.000	EA	150.0000	150.00
Tax:				Total:	150.00

Final - This is Not an Invoice

Instructions: No work is to be performed without this written authorization being correctly completed and signed by the authorized agent of the Contractor or Owner. This MUST be submitted to your branch office promptly.

Instructions to Contractor or Owner: This Sales Quote properly signed by your agent has been accepted as authorization to perform the work. An invoice will be forwarded to your office for payment when the work is completed. All work will be performed in accordance with the "General Terms and Conditions" which are printed on, attached and are incorporated herein by reference.

X

Approved by BrightView Representative

X

Approved by Client Representative

Date

8708542



July 2, 2025
Proposal #: 1068104

BrightView Tree Care Services
Branch Office #49250
7175 21st Street East
Sarasota, 34243
Mauro Herrera
mauro.herrera@brightview.com
tel: 941-822-9951

Tree Care Service Address/Location
Palma Sola Trace HOA
7408 Hamilton Rd
Bradenton, Florida 34209
Claudia Quehl
pstlandscaping@gmail.com

Tree Care Service Billing Address
Palma Sola Trace HOA
7408 Hamilton Rd
Bradenton, Florida 34209
Claudia Quehl
pstlandscaping@gmail.com

15814541
341105392

Proposed Tree Care Services

Species	DBH	Qty	Objective	Price
 Southern Live Oak <i>Quercus virginiana</i>	7"-12"	2	Elevate Tree to provide 15 ft Street Clearance; Crown thin to allow air flow through Canopy. Remove deadwood greater than 2 inches in Diameter. Haul away debris	\$150
Total				\$150

Palma Sola Trace HOA



Legend (2)
Southern Live Oa... (2)

BrightView Tree Care Services

Terms & Conditions

1. **Bid Specifications:** The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is being done in accordance with ANSI A300 standards.
2. **Bid Expiration:** This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.
3. **Work Force:** Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
4. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. BrightView Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. BrightView Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.
5. **Scheduling of Work:** If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
6. **Work Hours:** Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
7. **License and Permits:** Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other license and permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
8. **Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
9. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
10. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
11. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.
12. **Non-Union Contractors:** Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to Contractor.
13. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
14. **Additional Services:** Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.
15. **Access to Job Site:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
14. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
15. **Cancellation:** Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.
16. **Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
17. **Disclaimer:** This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by BrightView Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

Signature

Claudia Quehl

July 2, 2025

Printed Name

Date

BrightView Tree Care Services

Mauro Herrera

July 2, 2025

Signature

Date

Mauro Herrera

July 2, 2025

Printed Name

Date

Sarah Plummer

From: Mauro Herrera
Sent: Thursday, July 3, 2025 11:57 AM
To: Sarah Plummer
Subject: FW: Penny Lane Trees
Attachments: Penny Ln Trees.pdf

Can you generate an SO# and add to my commission report please. Thank you.

From: Claudia Quehl <pstlandscaping@gmail.com>
Sent: Thursday, July 3, 2025 9:55 AM
To: Mauro Herrera <Mauro.Herrera@brightview.com>
Subject: Re: Penny Lane Trees

This has been approved!
CQ
Sent from my iPad

On Jul 2, 2025, at 6:30 PM, Mauro Herrera <Mauro.Herrera@brightview.com> wrote:

Hi,

I hope this message finds you well.

Attached is the proposal for the hardwood trimming that we reviewed yesterday. Please don't hesitate to reach out if you have any questions or would like to discuss any part of the proposal further.

If everything looks acceptable, simply reply with "Approved" so we can begin scheduling the work.

Mauro Herrera

Mauro Herrera
Brightview Tree Care Manager/Business Developer
(941) 822-9951
Mauro.Herrera@Brightview.com

<Penny Ln Trees.pdf>



Customer #: 15814541
Invoice #: 9467802
Invoice Date: 8/15/2025
Sales Order: 8733476
Cust PO #:

Project Description: Walkway- adding some more plants

RECEIVED
08/15/2025

If you have any questions regarding this invoice, please call 941 756-2939

Please detach stub and remit with your payment

Amount Due: \$ 325.00

Please reference the invoice # on your
check and make payable to

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655



INVOICE

Coastal Concrete Products, LLC
7742 Alico Rd
FT. Myers, FL 33912
Phone: (239) 208-4079

INVOICE #: 3503
DATE: 05/07/2025
DUE DATE: 05/07/2025

TOTAL AMOUNT: \$84,863.40
TOTAL DUE: \$84,863.40

Bill To: Palma Sola Trace CDD
c/o Rizzetta & Company, Inc
3434 Colwell Ave, Ste 200
Tampa, FL 33614

PROJECT	DESCRIPTION / MEMO	AMOUNT
Palma Sola/Repair	Palma Sola-Hurricane Milton Repair Final: Perimeter Wall Repairs, 217 Posts Total	\$84,863.40
TOTAL AMOUNT:		\$84,863.40

RECEIVED
05/08/25

CURRENT	1 - 30 DAYS OVERDUE	31 - 60 DAYS OVERDUE	61 - 90 DAYS OVERDUE	OVER 91 DAYS OVERDUE	TOTAL DUE
84,863.40	0.00	0.00	0.00	0.00	84,863.40

CUSTOMER ID: C1373
CUSTOMER NAME: PALMA SOLA TRACE CDD
INVOICE # 3503

TOTAL DUE: \$84,863.40

AMOUNT ENCLOSED:

BILL TO: Palma Sola Trace CDD
c/o Rizzetta & Company, Inc
3434 Colwell Ave, Ste 200
Tampa, FL 33614

REMIT TO: Coastal Concrete Products, LLC

RECOMMENDED FOR PAYMENT:

[Signature] 5/8/25



Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221

Invoice

Date 8/11/2025
Invoice # 22216

Bill To

Palma Sola Trace CDD
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, FL 33578

Project Info

P.O. #

Terms

Net 30

Ship/Pick Up Date 8/11/2025

Due Date 9/10/2025

Description	Qty	Price	Amount
Palma Sola Trace CDD			
Palma Sola South Creek Bank Erosion			
Rebuilding and stabilizing approximately 110 feet of bank along the north end of the creek.	1	32,670.00	32,670.00
Scope of work to include: *Mechanical excavation of the creek to regrade, reslope and stabilize the eroded bank. *Supply and installation of erosion control fabric. Fabric will be toed in and secured on the top as well as on the sides *Supply and installation of 6"-12" limestone riprap along the entire 100' section of bank *Planting 200 wedelia plugs along the rip rap to ensure coverage overtime of the riprap			
30% deposit due prior to commencement of work. Amount to be deducted from final invoice.(Received 6/06/25)		-9,801.00	-9,801.00
**It will be the Owners responsibility to keep sod watered once Contract Work has been completed.			
Thank you for your business Crosscreek Environmental Inc.			
	Subtotal		\$22,869.00
	Sales Tax (0.0%)		\$0.00
	Total		\$22,869.00
	Payments/Credits		\$0.00
	Balance Due		\$22,869.00

RECEIVED
08/11/2025

Palma Sola Trace CDD
07/08/25 - 08/07/25
Statement Date: 08/07/25
Due Date 08/28/25

<u>Acct #</u>	<u>Billing Date</u>	<u>Service Address</u>	<u>Code</u>	<u>Amount</u>
21937-71157	8/7/2025	3724 Summerwind Cir Gate	001-53100-4301	\$ 28.31
56695-14423	8/7/2025	3804 Bridlecrest Ln Pump	001-53100-4301	\$ 129.56
75654-55537	8/7/2025	3807 75th St W St Lts	001-53100-4307	\$ 170.17
84373-03152	8/7/2025	4095 Overture Cir Gate	001-53100-4301	\$ 35.24

TOTAL \$ **363.28**

001-53100-4307 \$ **170.17**
001-53100-4301 \$ **193.11**

\$ 363.28

**Electric Bill Statement****For:** Jul 8, 2025 to Aug 7, 2025 (30 days)**Statement Date:** Aug 7, 2025**Account Number:** 21937-71157**Service Address:**3724 SUMMERWIND CIR # GATE
BRADENTON, FL 34209**PALMA SOLA TRACE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$28.31**

TOTAL AMOUNT YOU OWE

Aug 28, 2025

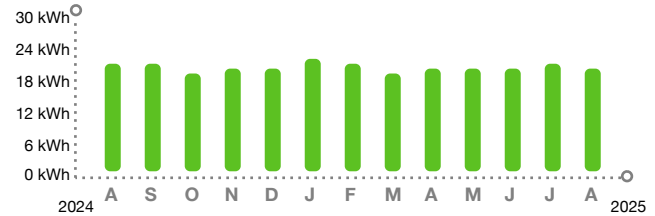
NEW CHARGES DUE BY

BILL SUMMARY

Amount of your last bill	28.38
Payments received	-28.38
Balance before new charges	0.00
Total new charges	28.31
Total amount you owe	\$28.31

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

ENERGY USAGE HISTORY**KEEP IN MIND**

- Payment received after October 29, 2025 is considered LATE; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after August 21, 2025. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.

RECEIVED
08/08/25Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)

/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

PALMA SOLA
TRACE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390The amount enclosed includes
the following donation:**FPL Care To Share:** _____Make check payable to FPL
in U.S. funds and mail along with
this coupon to:FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

21937-71157

ACCOUNT NUMBER

\$28.31

TOTAL AMOUNT YOU OWE

Aug 28, 2025

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
PALMA SOLA TRACE
CDD

Account Number:
21937-71157

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	28.38
Payment received - Thank you	-28.38
Balance before new charges	\$0.00

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Base charge: \$12.87

Minimum base bill charge: \$10.60

Non-fuel: (\$0.096100 per kWh) \$2.02

Fuel: (\$0.027180 per kWh) \$0.57

Electric service amount 26.06

Gross receipts tax (State tax) 0.67

Franchise fee (Reqd local fee) 1.56

Taxes and charges 2.23

Regulatory fee (State fee) 0.02

Total new charges \$28.31

Total amount you owe \$28.31

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter AC05813. Next meter reading Sep 8, 2025.

Usage Type	Current	-	Previous	=	Usage
kWh used	02250		02229		21

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Aug 7, 2025	Jul 8, 2025	Aug 7, 2024
kWh Used	21	22	22
Service days	30	32	29
kWh/day	1	1	1
Amount	\$28.31	\$28.38	\$28.12

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

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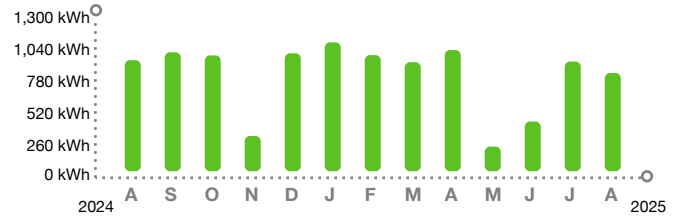
When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

**Electric Bill Statement****For:** Jul 8, 2025 to Aug 7, 2025 (30 days)**Statement Date:** Aug 7, 2025**Account Number:** 56695-14423**Service Address:**3804 BRIDLECREST LN # PUMP
BRADENTON, FL 34209**PALMA SOLA TRACE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$129.56**

TOTAL AMOUNT YOU OWE

Aug 28, 2025

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**BILL SUMMARY**

Amount of your last bill	144.33
Payments received	-144.33
Additional Activity	-1.11
Balance before new charges	-1.11
Total new charges	130.67
Total amount you owe	\$129.56

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payment received after October 29, 2025 is considered LATE; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after August 21, 2025. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.

RECEIVED
08/08/25Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)

/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

PALMA SOLA TRACE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390The amount enclosed includes
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this coupon to:FPL
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for ways to pay.

56695-14423

ACCOUNT NUMBER

\$129.56

TOTAL AMOUNT YOU OWE

Aug 28, 2025

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
PALMA SOLA TRACE
CDD

Account Number:
56695-14423

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	144.33
Payment received - Thank you	-144.33
Additional activity	
Deposit Interest	-1.11
Balance before new charges	-\$1.11

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Base charge: \$12.87

Non-fuel: (\$0.096100 per kWh) \$83.71

Fuel: (\$0.027180 per kWh) \$23.67

Electric service amount 120.25

Gross receipts tax (State tax) 3.09

Franchise fee (Reqd local fee) 7.22

Taxes and charges 10.31

Regulatory fee (State fee) 0.11

Total new charges \$130.67

Total amount you owe \$129.56

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter ACD1300. Next meter reading Sep 8, 2025.

Usage Type	Current	-	Previous	=	Usage
kWh used	27846		26975		871

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Aug 7, 2025	Jul 8, 2025	Aug 7, 2024
kWh Used	871	973	985
Service days	30	32	29
kWh/day	29	30	34
Amount	\$130.67	\$144.33	\$132.17

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

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**Electric Bill Statement****For:** Jul 2, 2025 to Aug 4, 2025 (33 days)**Statement Date:** Aug 4, 2025**Account Number:** 75654-55537**Service Address:**3807 75TH ST W # ST LTS
BRADENTON, FL 34209**PALMA SOLA TRACE COMM DEV DISTRICT,**
Here's what you owe for this billing period.**CURRENT BILL****\$170.17**

TOTAL AMOUNT YOU OWE

Aug 25, 2025

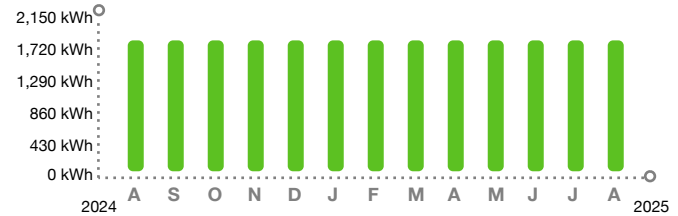
NEW CHARGES DUE BY

BILL SUMMARY

Amount of your last bill	170.17
Payments received	-170.17
Balance before new charges	0.00
Total new charges	170.17
Total amount you owe	\$170.17

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

ENERGY USAGE HISTORY**KEEP IN MIND**

- Payment received after October 24, 2025 is considered LATE; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after August 24, 2025. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.
- The number of days included in your bill can vary month to month. So even if you use the same amount of energy per day, your bill may be higher this month due to greater number of service days. Visit www.FPL.com for more information.

RECEIVED
08/08/25Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)

/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

PALMA SOLA TRACE COMM DEV
DISTRICT
3434 COLWELL AVE STE 200
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MIAMI FL 33188-0001Visit FPL.com/PayBill
for ways to pay.

75654-55537

ACCOUNT NUMBER

\$170.17

TOTAL AMOUNT YOU OWE

Aug 25, 2025

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
PALMA SOLA TRACE
COMM DEV DISTRICT

Account Number:
75654-55537

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	170.17
Payment received - Thank you	-170.17
Balance before new charges	\$0.00

New Charges

Rate: SL-1 STREET LIGHTING SERVICE

Electric service amount **	165.78
Gross receipts tax (State tax)	4.25
Taxes and charges	4.25
Regulatory fee (State fee)	0.14
Total new charges	\$170.17
Total amount you owe	\$170.17

FPL automatic bill pay - DO NOT PAY

** Your electric service amount includes the following charges:

Non-fuel energy charge:	\$0.059770 per kWh
Fuel charge:	\$0.026470 per kWh

METER SUMMARY

Next bill date Sep 3, 2025.

Usage Type

Total kWh used

Usage

1919

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Aug 4, 2025	Jul 2, 2025	Aug 2, 2024
kWh Used	1919	1919	1919
Service days	33	29	30
kWh/day	58	66	64
Amount	\$170.17	\$170.17	\$123.60

KEEP IN MIND

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- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

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Customer Name:
PALMA SOLA TRACE
COMM DEV DISTRICT

Account Number:
75654-55537

For: 07-02-2025 to 08-04-2025 (33 days)
kWh/Day: 58
Service Address:
3807 75TH ST W # ST LTS
BRADENTON, FL 34209

Detail of Rate Schedule Charges for Street Lights

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
19 KWH Energy			E	101	0.660000	1,919	66.66

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER



PALMA SOLA TRACE COMM DEV
DISTRICT
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390



Customer Name:
PALMA SOLA TRACE
COMM DEV DISTRICT

Account Number:
75654-55537

FPL.com Page 2

ESLA

For: 07-02-2025 to 08-04-2025 (33 days)

kWh/Day: 58

Service Address:

3807 75TH ST W # ST LTS
BRADENTON, FL 34209

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
Energy sub total							66.66
Sub total						1,919	66.66
Energy conservation cost recovery							0.75
Capacity payment recovery charge							0.13
Environmental cost recovery charge							0.94
Storm restoration recovery charge							39.76
Transition rider credit							-3.97
Storm protection recovery charge							10.71
Fuel charge							50.80
Electric service amount							165.78
Gross receipts tax (State tax)							4.25
Regulatory fee (State fee)							0.14
Total						1,919	170.17

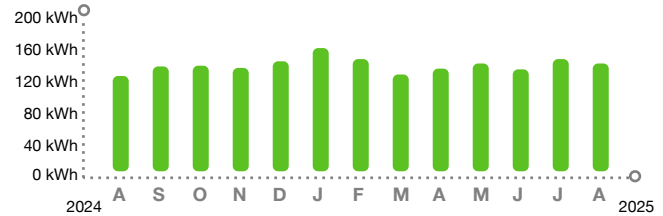
* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS
H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER

**Electric Bill Statement****For:** Jul 8, 2025 to Aug 7, 2025 (30 days)**Statement Date:** Aug 7, 2025**Account Number:** 84373-03152**Service Address:**4095 OVERTURE CIR # GATE
BRADENTON, FL 34209**PALMA SOLA TRACE CDD,**
Here's what you owe for this billing period.**CURRENT BILL****\$35.24**

TOTAL AMOUNT YOU OWE

Aug 28, 2025

NEW CHARGES DUE BY

ENERGY USAGE HISTORY**BILL SUMMARY**

Amount of your last bill	35.55
Payments received	-35.55
Balance before new charges	0.00
Total new charges	35.24
Total amount you owe	\$35.24

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payment received after October 29, 2025 is considered LATE; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after August 21, 2025. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.

RECEIVED
08/08/25Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)

/ 3* FPL AUTOMATIC BILL PAY - DO NOT PAY *

PALMA SOLA
TRACE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390The amount enclosed includes
the following donation:**FPL Care To Share:** _____Make check payable to FPL
in U.S. funds and mail along with
this coupon to:FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

84373-03152

ACCOUNT NUMBER

\$35.24

TOTAL AMOUNT YOU OWE

Aug 28, 2025

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
PALMA SOLA TRACE
CDD

Account Number:
84373-03152

FPL.com Page 2

E001

BILL DETAILS

Amount of your last bill	35.55
Payment received - Thank you	-35.55
Balance before new charges	\$0.00

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Base charge: \$12.87

Minimum base bill charge: \$1.43

Non-fuel: (\$0.096100 per kWh) \$14.13

Fuel: (\$0.027180 per kWh) \$4.00

Electric service amount 32.43

Gross receipts tax (State tax) 0.83

Franchise fee (Reqd local fee) 1.95

Taxes and charges 2.78

Regulatory fee (State fee) 0.03

Total new charges \$35.24

Total amount you owe \$35.24

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter AC07429. Next meter reading Sep 8, 2025.

Usage Type	Current	-	Previous	=	Usage
kWh used	17820		17673		147

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Aug 7, 2025	Jul 8, 2025	Aug 7, 2024
kWh Used	147	153	130
Service days	30	32	29
kWh/day	5	5	4
Amount	\$35.24	\$35.55	\$32.60

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

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[Learn more](#)

Make the switch to LEDs

Enjoy rebates and longer-lasting light when you upgrade to qualifying LED fixtures

[Swap to save](#)

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.



Kilinski | Van Wyk PLLC

P.O. Box 6386
Tallahassee, Florida 32314

Palma Sola Trace CDD
CDD Website Address
2700 S. Falkenburg Drive, Suite 2745
Riverview, Florida 33578

INVOICE

Invoice # 12738
Date: 07/15/2025
Due On: 08/14/2025

Statement of Account

RECEIVED
07/18/25

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$0.00	+ \$2,277.00	) - (\$0.00	) = \$2,277.00

PALMA-01

Palma Sola Trace CDD - General

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	GK	06/04/2025	Review damage to property within the District due to perimeter wall repairs, analyze Agreement with Coastal Concrete regarding the same.	0.40	\$305.00	\$122.00
Service	GK	06/05/2025	Prepare Annual Appropriation and Assessment Resolutions.	0.40	\$305.00	\$122.00
Service	CD	06/05/2025	Review and respond to email from district staff regarding supervisor notebook; Prepare and compile supervisor notebook documents, index, and letter; Research Palma Sola Trace CDD website.	1.00	\$185.00	\$185.00
Service	GK	06/06/2025	Review and revise new supervisor materials; confer with District Manager regarding new supervisor information.	0.60	\$305.00	\$183.00
Service	LG	06/09/2025	Respond to request for budget notices.	0.10	\$355.00	\$35.50
Service	LG	06/10/2025	Review budget mailed and published	0.20	\$355.00	\$71.00

			notices.			
Service	GK	06/10/2025	Confer with District Management regarding notices for budget public hearings.	0.20	\$305.00	\$61.00
Service	GK	06/11/2025	Review tentative agenda for June meeting; confer with District Manager regarding status of repairs from Coastal Concrete.	0.20	\$305.00	\$61.00
Service	GK	06/12/2025	Confer with District Manager, District Engineer regarding status of repairs from Coastal Concrete.	0.20	\$305.00	\$61.00
Service	GK	06/13/2025	Review update from District Engineer regarding status of repairs by Coastal Concrete; review fully executed agreement with Crosscreek.	0.20	\$305.00	\$61.00
Service	CD	06/17/2025	Email to District Staff and District Manager regarding new supervisor notebook. Review email from District Manager.	0.30	\$185.00	\$55.50
Service	LG	06/17/2025	Confer with Durand regarding public comment and items for June agenda.	0.20	\$355.00	\$71.00
Service	GK	06/18/2025	Review agenda materials, including staff reports, May meeting minutes.	0.40	\$305.00	\$122.00
Service	GK	06/23/2025	Confer with District Manager, Supervisor Kaiser regarding repairs from Coastal Concrete; confer with District Engineer regarding contractor's response to the same.	0.40	\$305.00	\$122.00
Service	LG	06/23/2025	Review agenda materials; advise regarding contractor wall damage; respond to inquiry from Kaiser regarding same.	0.70	\$355.00	\$248.50
Service	LG	06/26/2025	Research responsibility for landscape damage.	0.30	\$355.00	\$106.50
Service	GK	06/26/2025	Attend Board meeting; review Wall Easement Agreement with HOA regarding responsibility for wall repairs, landscape replacement around the same.	1.40	\$305.00	\$427.00
Service	LG	06/27/2025	Review legal action items from meeting.	0.20	\$355.00	\$71.00
Service	CD	06/27/2025	Email to District Manager regarding new supervisor email.	0.10	\$185.00	\$18.50
Service	CD	06/30/2025	Review and Respond to email from	0.20	\$185.00	\$37.00

District Manager.						
Service	LG	06/30/2025	Review and revise materials necessary for implementation of 2025 legislative changes.	0.10	\$355.00	\$35.50
					Total	\$2,277.00

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

Please pay within 30 days.



Kilinski | Van Wyk PLLC

P.O. Box 6386
Tallahassee, Florida 32314

Palma Sola Trace CDD
CDD Website Address
2700 S. Falkenburg Drive, Suite 2745
Riverview, Florida 33578

INVOICE

Invoice # 12908
Date: 08/11/2025
Due On: 09/10/2025

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$0.00	+ \$265.50	) - (\$0.00	) = \$265.50

PALMA-01

Palma Sola Trace CDD - General

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	CD	07/01/2025	Research Supervisor Wright email information; Email New Supervisor Notebook to Supervisor Wright.	0.20	\$185.00	\$37.00
Service	LG	07/07/2025	Review information regarding alleged sidewalk incident.	0.20	\$355.00	\$71.00
Service	LG	07/10/2025	Prepare draft of resolution setting hearing on updated Rules of Procedure and notices of rulemaking and rule development.	0.10	\$355.00	\$35.50
Service	GK	07/16/2025	Confer with District Engineer regarding review of damage during wall repair project, meeting with Coastal Concrete regarding the same.	0.20	\$305.00	\$61.00
Service	GK	07/24/2025	Confer with District Engineer regarding status of repairs by Coastal Concrete for damage during perimeter wall services.	0.10	\$305.00	\$30.50
Service	GK	07/30/2025	Confer with District Engineer regarding review of perimeter wall,	0.10	\$305.00	\$30.50

review and determination of damage
from work on the same.

Total \$265.50

RECEIVED
08/15/2025

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

Please pay within 30 days.

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
8/2/2025	INV0000101215

Bill To:

PALMA SOLA TRACE CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

RECEIVED
07/30/25

Services for the month of	Terms	Client Number
August	Upon Receipt	00390

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,720.83	\$1,720.83
Administrative Services	1.00	\$516.25	\$516.25
Dissemination Services	1.00	\$83.33	\$83.33
Financial & Revenue Collections	1.00	\$478.00	\$478.00
Management Services	1.00	\$1,921.67	\$1,921.67
Website Compliance & Management	1.00	\$105.00	\$105.00
		Subtotal	\$4,825.08
		Total	\$4,825.08

Schappacher Engineering LLC

PO Box 21256
Bradenton, FL 34204
941-251-7613

Invoice

Date	Invoice #
6/3/2025	2881

Bill To
Palma Sola Trace CDD C/O Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, FL 33614

		Terms	Project	
		Due on receipt	CDD Engineering Services	
Serviced	Description	Quantity	Rate	Amount
5/1/2025	Coordinate with SWFWMD to look over new inspection mandate and how it will affect CDD.	0.25	150.00	37.50
5/5/2025	Coordinate with wall vendor.	0.25	150.00	37.50
5/6/2025	Respond to CDD chairperson regarding perimeter wall repairs.	0.25	150.00	37.50
5/8/2025	Review invoice for perimeter wall repairs and forward to Rizzetta for payment.	0.25	150.00	37.50
5/13/2025	Respond to CDD supervisor regarding depression adjacent to inlet.	0.25	150.00	37.50
5/14/2025	Site review to check on reported depression next to storm inlet on west side of property.	1.25	150.00	187.50
5/22/2025	Prep work for CDD meeting, review agenda and print pertinent documents. Attend CDD meeting.	3.25	150.00	487.50
5/23/2025	Coordinate with CDD manager regarding Palma Sola Creek bank repairs.	0.25	150.00	37.50
5/29/2025	Prepare Contract Agreement for creek bank repairs and forward to CDD attorney for review.	1.25	150.00	187.50
5/30/2025	Send files to CDD attorney for creek bank repairs.	0.25	150.00	37.50
Please make checks payable to Schappacher Engineering Thank you for your business!		RECEIVED 08/07/25		Total \$1,125.00

Schappacher Engineering LLC

PO Box 21256
 Bradenton, FL 34204
 941-251-7613

Invoice

Date	Invoice #
8/6/2025	2908

Bill To
Palma Sola Trace CDD C/O Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, FL 33614

		Terms	Project	
		Due on receipt	CDD Engineering Services	
Serviced	Description	Quantity	Rate	Amount
7/2/2025	Coordinate with board member and contractor for wall debris clean up.	0.25	150.00	37.50
7/7/2025	Site review of trip and fall incident on sidewalk. Take photos and paint the deficiencies. Follow up with vendor to check on Palma Sola Creek bank repairs. Follow up with wall vendor regarding clean up efforts. Prepare photo summary report and add maps for sidewalk deficiencies. Prepare bid package and send to vendors for bids. Send summary to CDD manager.	2.75	150.00	412.50
7/9/2025	Revise bid package for sidewalk repairs and forward to bidders. Respond to questions from bidders.	0.5	150.00	75.00
7/15/2025	Coordinate with vendor for Palma Sola Creek repairs and updates with board members.	0.5	150.00	75.00
7/16/2025	Site review to check on Palma Sola Creek remediation efforts. Updates with contractor and board members.	1	150.00	150.00
7/17/2025	Prepare photo summary and coordinate with contractors for schedule to complete Palma Sola Creek repairs. Send bid reminders for sidewalk repairs.	0.75	150.00	112.50
7/18/2025	Review sidewalk repair bid and prepare bid tabulation form. Review pond 9 repair invoice.	0.5	150.00	75.00
7/28/2025	Prepare bid tabulation for sidewalk repairs, forward to CDD chairperson and CDD manager for review. Coordinate repairs with vendor.	0.5	150.00	75.00
7/30/2025	Discussion with wall vendor on clean up and punch list items, schedule site meeting with CDD chairperson and vendor. Coordinate with CDD attorney on contract and insurance from wall vendor.	1.25	150.00	187.50
Please make checks payable to Schappacher Engineering Thank you for your business!		RECEIVED 08/07/25		Total \$1,200.00



INVOICE

Palma Sola Trace CDD
3434 Colwell Avenue
Suite 200
Tampa FL 33614
United States

Invoice # INV-SN-876
Invoice Date: 7/17/2025
Due Date: 8/16/2025
PO#: Quarterly Invoice

Item	Description	AMOUNT
SchoolNow CDD ADA-PDF		\$234.38
SchoolNow CDD	Community Development District (CDD) governmental unit management company ADA-compliant website	\$150.00
Subtotal:		\$384.38
Tax Total:		
Total:		\$384.38
Amount Paid:		\$0.00
Direct Deposit Instruction:		Amount Due: \$384.38

RECEIVED
07/28/25

[Click Here to pay with Credit Card](#)

Check Remittance:

Innersync Studios Ltd
P.O. Box 771470
St. Louis, MO 63177-9816
United States

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 25-01250M

Date 07/25/2025

Attn:
Palma Sola Trace CDD - Rizzetta
3434 COLWELL AVENUE SUITE 200
TAMPA FL 33614

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 25-01250M

\$72.19

Notice of Audit Selection Committee Meeting

RE: Meeting on August 28, 2025 at 1:15pm; Palma Sola Trace CDD

Published: 7/25/2025

RECEIVED
07/24/2025

Important Message

Please include our Serial #
on your check

Pay by credit card online:
[https://legals.
businessobserverfl.
com/send-payment/](https://legals.businessobserverfl.com/send-payment/)

Paid

()

Total

\$72.19

Payment is expected within 30 days of the
first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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Business Observer

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3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF AUDIT SELECTION COMMITTEE MEETING

The Board of Supervisors ("**Board**") of the Palma Sola Trace Community Development District ("**District**") will hold an Audit Selection Committee meeting and regular meeting of the Board on August 28, 2025, at 1:15 p.m. at the Palma Sola Trace Clubhouse, 7408 Hamilton Road, Bradenton, Florida 34209. The Audit Committee will review, discuss, and recommend an auditor to provide audit services to the District for Fiscal Years 2025, 2026, 2027, and 2028. The Regular Board meeting will take place after the Audit Selection Committee meeting where the Board may consider any other business that may properly come before it. A copy of the agendas may be obtained at the offices of the District Manager, Rizzetta & Company, Inc., located at 2700 S. Falkenburg Drive, Suite 2745, Riverview, Florida 33578, Ph: (813) 533-2950 ("**District Manager's Office**"), during normal business hours.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District staff may participate by speaker telephone.

Any person requiring special accommodations at the meetings because of a disability or physical impairment should contact the District Manager's Office at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Any person who decides to appeal any decision made by the Board or the Audit Selection Committee with respect to any matter considered at the meetings is advised that person will need a record of 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 such appeal is to be based.

Ruben Durand
District Manager
July 25, 2025

25-01250M

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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