



Rizzetta & Company

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

February 26, 2026

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

February 23, 2026

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

REVISED 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, February 26, 2026, 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
 - 1. Discussion of E-Bike Policy**
 - B. District Engineer
 - 1. Pond 10 MES Repair Bid Results Tab 1**
 - C. Waterways Report Tab 2
 - D. District Manager
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Financial Statements for January 2026..... Tab 3
 - B. Consideration of Operations & Maintenance Expenditures for November and December 2025..... Tab 4
 - C. Consideration of Minutes of Board of Supervisors' Regular Meeting held on December 18, 2025, USC
- 5. BUSINESS ITEMS**
 - A. Appointment of Supervisor Tab 5
 - B. Consideration of Workers Compensation Insurance Proposal..... Tab 6
 - C. Discussion of Website Domain
 - D. Consideration of 4th Quarter Website Audit..... Tab 7
 - E. Public Hearing on Amended and Restated Rules of Procedure Tab 8**
 - 1. Consideration of Resolution 2026-01, Adopting Amended and Restated Rules of Procedure Tab 9**
- 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

Rachel Welborn

District Manager

Tab 1

Exhibit "A"

Palma Sola Trace Pond 10 MES Repair

Bid Tabulation Form 1.16.26

				ANJ Excavation		Crosscreek Environmental	
Bid Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	Remove broken MES, add backfill and compact, add filter fabric, install new MES, add sod along edges.	1	LS	3,200.00	3,200.00	6,375.00	6,375.00
2	Access repair	1	LS	150.00	150.00	500.00	500.00
3*	Miscellaneous cleanup and work	1	LS	100.00	100.00	0.00	0.00
Total					3,450.00		6,875.00

item 3* includes the repair and replacement of sprinkler heads and damaged pipe

Exhibit "A"

Palma Sola Trace Pond 10 MES Repair Bid Form 12.22.25

Bid Item	Description	Quantity	Unit	Unit Price	Total
1	Remove broken MES, add backfill and compact, add filter fabric, install new MES, add sod along edges.	1	LS		
2	Access repair	1	LS		
3*	Miscellaneous cleanup and work	1	LS		
Total					

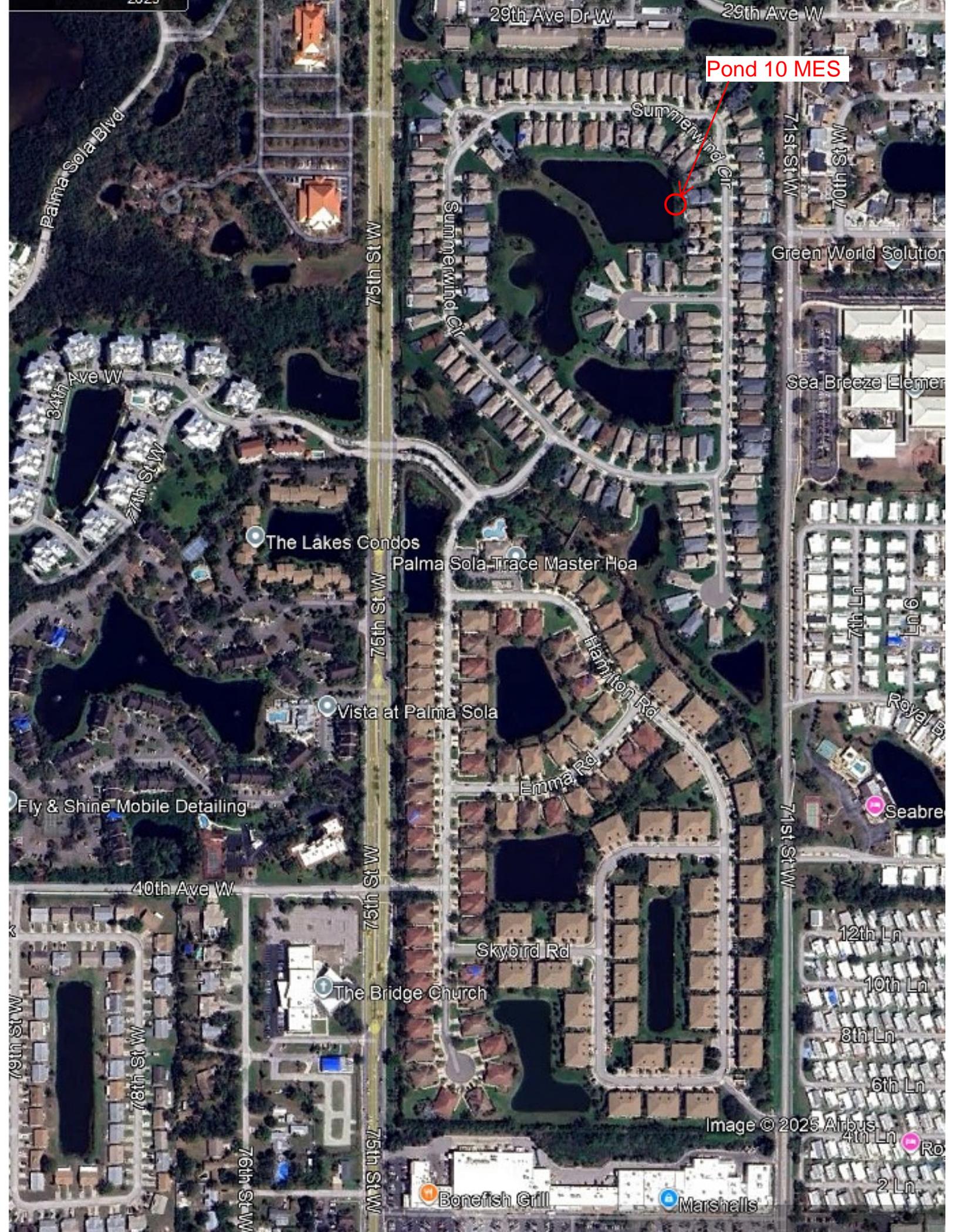
item 3* includes the repair and replacement of sprinkler heads and damaged pipe

Contractor: _____

Bids Due Friday January 16, 2026 by 5:00 PM



Palma Sola
Trace Pond
10 MES



Pond 10 MES

Image © 2025 Airbus



Palma Sola Trace – Pond 10 Deficiency – 12.18.25

3604 53rd Ave. East – Bradenton, Florida 34203; Phone: (941) 251-7613

Tab 2

Customer Service Report

DATE	CUSTOMER ACCOUNT	SERVICE TECHNICIAN(S)
1/8/26	PALMA SOLA TRACS CDD	JOSE, JOEL, ANGLE

Lake #	Site #	Inspection	Treatment	Algae	Grasses	Submersed	Floating	Littoral Area	Shoreline	Control Structure	Trash & Debris	Dissolved Oxygen Chemistry	Restriction # Days
1	21												
2	22												
3	23												
4	24												
5	25												
6	26												
7	27												
8	28												
9	29												
10	30												
11	31												
12	32												
13	33												
14	34												
15	35												
16	36												
17	37												
18	38												
19	39												
20	40												
CANAL			✓		✓				✓		✓		✓

TYPE OF SERVICE	
Recurring	✓
Special Service	
EQUIPMENT	
Kubota RTV	
Mule	
Boat	
Backpack	✓
Chipper	
Dump Trailer	
WATER LEVEL	
High	
Normal	
Low	✓
WIND & TEMPERATURE	
Temperature	75 °F
Wind Speed	4 Mph
Wind Direction	E
WEATHER	
Sunny	✓
Partly Cloudy	
Cloudy	
Rainy	
Stormy	
Windy	

Comments: WE WEED EATTED AND TREATED INVASIVE VEGETAIN ALONG THE CANAL. TREATMENT MAY TAKE 3-4 WEEKS.
 Thank you for being a valued customer.

~ Industry leader serving your Aquatic & Environmental needs ~
 Lakes ~ Preserves ~ Fountains ~ Plantings ~ Consulting ~ Restoration

Customer Service Report

DATE	CUSTOMER ACCOUNT	SERVICE TECHNICIAN(S)
1/8/26	PALMA SOLA TRACE CDD	JOSE, JOEL, ANGLE

Lake #	Site #	Inspection	Treatment	Algae	Grasses	Submersed	Floating	Littoral Area	Shoreline	Control Structure	Trash & Debris	Dissolved Oxygen Chemistry	Restriction # Days
1	21												
2	22												
3	23												
4	24												
5	25												
6	26												
7	27												
8	28												
9	29												
10	30												
11	31												
12	32												
13	33												
14	34												
15	35												
16	36												
17	37												
18	38												
19	39												
20	40												
CANAL			✓		✓				✓		✓		0

TYPE OF SERVICE	
Recurring	<input type="checkbox"/>
Special Service	<input checked="" type="checkbox"/>
EQUIPMENT	
Kubota RTV	<input type="checkbox"/>
Mule	<input type="checkbox"/>
Boat	<input type="checkbox"/>
Backpack	<input type="checkbox"/>
Chipper	<input type="checkbox"/>
Dump Trailer	<input checked="" type="checkbox"/>
WATER LEVEL	
High	<input type="checkbox"/>
Normal	<input type="checkbox"/>
Low	<input checked="" type="checkbox"/>
WIND & TEMPERATURE	
Temperature	62 °F
Wind Speed	5 Mph
Wind Direction	E
WEATHER	
Sunny	<input type="checkbox"/>
Partly Cloudy	<input checked="" type="checkbox"/>
Cloudy	<input type="checkbox"/>
Rainy	<input type="checkbox"/>
Stormy	<input type="checkbox"/>
Windy	<input type="checkbox"/>

Comments: WE PLANTED 25 FAKAHATCHEE GRASS AND 25 FOUNTAIN GRASS.

Thank you for being a valued customer.

~ Industry leader serving your Aquatic & Environmental needs ~
 Lakes ~ Preserves ~ Fountains ~ Plantings ~ Consulting ~ Restoration



P.O. Box 5546 Sarasota, FL 34277-5546
 Office@AdmiralEnvironmental.com
 www.AdmiralEnvironmental.com
 Office: 941-777-3350

Customer Service Report

DATE	CUSTOMER ACCOUNT	SERVICE TECHNICIAN(S)
1/8/2026	Palma Sola Trace	Larry, Wyatt

Lake #	Site #	Inspection	Treatment	Algae	Grasses	Submersed	Floating	Littoral Area	Shoreline	Control Structure	Trash & Debris	Dissolved Oxygen Chemistry	Restriction # Days
1	21	/	/	/									
2	22	/	/	/									
3	23	/	/	/									
4	24	/	/	/									
5	25	/	/	/									
6	26	/	/	/									
7	27	/	/	/									
8	28	/	/	/									
9	29	/	/	/									
10	30	/	/	/									
11	31												
12	32												
13	33												
14	34												
15	35												
16	36												
17	37												
18	38												
19	39												
20	40												

TYPE OF SERVICE	
Recurring	/
Special Service	
EQUIPMENT	
Kubota RTV	/
Mule	
Boat	
Backpack	
Chipper	
Dump Trailer	
WATER LEVEL	
High	
Normal	/
Low	
WIND & TEMPERATURE	
Temperature	67°F
Wind Speed	6 Mph
Wind Direction	E
WEATHER	
Sunny	/
Partly Cloudy	
Cloudy	
Rainy	
Stormy	
Windy	

Comments:

Treated ponds for algae.

Thank you for being a valued customer.

~ Industry leader serving your Aquatic & Environmental needs ~
 Lakes ~ Preserves ~ Fountains ~ Plantings ~ Consulting ~ Restoration



Tab 3



Rizzetta & Company

Palma Sola Trace Community Development District

**Financial Statements
(Unaudited)**

January 31, 2026

Prepared by: Rizzetta & Company, Inc.

palmasolatracedd.org
rizzetta.com

Palma Sola Trace Community Development District

Balance Sheet
As of 01/31/2026
(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets						
Cash In Bank	211,962	0	558	212,521	0	0
Investments	24,618	143,202	569,710	737,529	0	0
Accounts Receivable	40,081	0	26,339	66,421	0	0
Refundable Deposits	381	0	0	381	0	0
Fixed Assets	0	0	0	0	3,341,827	0
Amount Available in Debt Service	0	0	0	0	0	596,607
Amount To Be Provided Debt Service	0	0	0	0	0	1,578,393
Total Assets	277,042	143,202	596,607	1,016,852	3,341,827	2,175,000
Liabilities						
Accrued Expenses	2,545	0	0	2,545	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	2,175,000
Total Liabilities	2,545	0	0	2,545	0	2,175,000
Fund Equity & Other Credits						
Beginning Fund Balance	98,450	8,827	365,355	472,631	0	0
Investment In General Fixed Assets	0	0	0	0	3,341,827	0
Net Change in Fund Balance	176,047	134,375	231,252	541,675	0	0
Total Fund Equity & Other Credits	274,497	143,202	596,607	1,014,306	3,341,827	0
Total Liabilities & Fund Equity	277,042	143,202	596,607	1,016,852	3,341,827	2,175,000

See Notes to Unaudited Financial Statements

Palma Sola Trace Community Development District

Statement of Revenues and Expenditures

As of 01/31/2026

(In Whole Numbers)

	Year Ending 09/30/2026 Annual Budget	Through 01/31/2026 YTD Budget	Year To Date 01/31/2026 YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	342	342
Special Assessments				
Tax Roll	273,925	273,925	278,399	4,474
Other Misc. Revenues				
Miscellaneous Revenue	0	0	1,000	1,000
Total Revenues	273,925	273,925	279,741	5,816
Expenditures				
Legislative				
Supervisor Fees	7,000	2,333	1,000	1,333
Total Legislative	7,000	2,333	1,000	1,333
Financial & Administrative				
Accounting Services	20,650	6,884	6,883	0
Administrative Services	6,195	2,065	2,065	0
Assessment Roll	5,736	5,736	5,736	0
Auditing Services	3,500	0	0	0
Disclosure Report	1,000	333	334	0
District Engineer	10,000	3,333	2,528	805
District Management	23,060	7,687	7,687	0
Dues, Licenses & Fees	175	175	175	0
Financial & Revenue Collections	5,736	1,912	1,912	0
Legal Advertising	750	250	860	(610)
Public Officials Liability Insurance	3,773	3,773	3,566	207
Trustees Fees	2,200	1,600	1,796	(196)
Website Hosting, Maintenance, Backup & E	3,000	1,000	804	196
Total Financial & Administrative	85,775	34,748	34,346	402
Legal Counsel				
District Counsel	13,000	4,333	6,328	(1,995)
Total Legal Counsel	13,000	4,333	6,328	(1,995)
Electric Utility Services				
Utility - Street Lights	2,500	834	655	178
Utility Services	3,000	1,000	838	162
Total Electric Utility Services	5,500	1,834	1,493	340
Stormwater Control				
Aquatic Maintenance	11,000	3,666	3,625	42
Aquatic Plant Replacement	1,000	334	0	333
Creek Maintenance	20,800	6,933	5,500	1,434
Fountain Service Repair & Maintenance	250	83	0	83
Lake/Pond Bank Maintenance & Repair	5,000	1,667	0	1,667
Total Stormwater Control	38,050	12,683	9,125	3,559
Other Physical Environment				
General Liability Insurance	4,300	4,300	3,922	378

See Notes to Unaudited Financial Statements

Palma Sola Trace Community Development District

Statement of Revenues and Expenditures

As of 01/31/2026

(In Whole Numbers)

	Year Ending 09/30/2026 Annual Budget	Through 01/31/2026 YTD Budget	Year To Date 01/31/2026 YTD Actual	YTD Variance
Landscape Maintenance	30,000	10,000	10,764	(764)
Perimeter Wall Repair	25,000	8,333	0	8,333
Property Insurance	7,800	7,800	7,284	516
Tree Trimming Services	8,000	2,667	0	2,667
Total Other Physical Environment	75,100	33,100	21,970	11,130
Road & Street Facilities				
Guard & Gate Facility Maintenance & Repa	2,500	833	320	514
Roadway Repair & Maintenance	4,000	1,334	0	1,333
Street Light/Decorative Light Maintenance	18,000	6,000	16,942	(10,942)
Total Road & Street Facilities	24,500	8,167	17,262	(9,095)
Contingency				
Miscellaneous Contingency	25,000	8,333	12,170	(3,837)
Total Contingency	25,000	8,333	12,170	(3,837)
Total Expenditures	273,925	105,531	103,694	1,837
Total Excess of Revenues Over(Under) Expenditures	0	168,394	176,047	7,653
Fund Balance, Beginning of Period	0	0	98,450	98,450
Total Fund Balance, End of Period	0	168,394	274,497	106,103

Palma Sola Trace Community Development District

Statement of Revenues and Expenditures

As of 01/31/2026

(In Whole Numbers)

	Year Ending 09/30/2026 <u>Annual Budget</u>	Through 01/31/2026 <u>YTD Budget</u>	Year To Date 01/31/2026 <u>YTD Actual</u>	<u>YTD Variance</u>
Revenues				
Interest Earnings				
Interest Earnings	0	0	376	376
Special Assessments				
Tax Roll	134,000	134,000	134,000	0
Total Revenues	<u>134,000</u>	<u>134,000</u>	<u>134,376</u>	<u>376</u>
Expenditures				
Contingency				
Capital Reserve	134,000	134,000	0	134,000
Total Contingency	<u>134,000</u>	<u>134,000</u>	<u>0</u>	<u>134,000</u>
Total Expenditures	<u>134,000</u>	<u>134,000</u>	<u>0</u>	<u>134,000</u>
Total Excess of Revenues Over(Under) Ex-				
penditures	<u>0</u>	<u>0</u>	<u>134,376</u>	<u>134,376</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>8,826</u>	<u>8,826</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>143,202</u>	<u>143,202</u>

Palma Sola Trace Community Development District

Statement of Revenues and Expenditures

As of 01/31/2026

(In Whole Numbers)

	Year Ending 09/30/2026 <u>Annual Budget</u>	Through 01/31/2026 <u>YTD Budget</u>	Year To Date 01/31/2026 <u>YTD Actual</u>	<u>YTD Variance</u>
Revenues				
Interest Earnings				
Interest Earnings	0	0	4,666	4,666
Special Assessments				
Tax Roll	268,067	268,067	270,968	2,901
Total Revenues	<u>268,067</u>	<u>268,067</u>	<u>275,634</u>	<u>7,567</u>
Expenditures				
Debt Service				
Interest	88,067	44,034	44,382	(348)
Principal	180,000	0	0	0
Total Debt Service	<u>268,067</u>	<u>44,034</u>	<u>44,382</u>	<u>(348)</u>
Total Expenditures	<u>268,067</u>	<u>44,034</u>	<u>44,382</u>	<u>(348)</u>
Total Excess of Revenues Over(Under) Ex- penditures	<u>0</u>	<u>224,033</u>	<u>231,252</u>	<u>7,219</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>365,355</u>	<u>365,354</u>
Total Fund Balance, End of Period	<u>0</u>	<u>224,033</u>	<u>596,607</u>	<u>372,573</u>

**Palma Sola Trace CDD
Investment Summary
January 31, 2026**

<u>Account</u>	<u>Investment</u>	<u>Balance as of January 31, 2026</u>
Valley National Bank	Governmental Checking	\$ 24,618
	Total General Fund Investments	<u>\$ 24,618</u>
Valley National Bank	Governmental Checking	\$ 143,202
	Total Reserve Fund Investments	<u>\$ 143,202</u>
US Bank Series 2013 Revenue	First American Treasury Obligation Fund Class Z	\$ 415,746
US Bank Series 2013 Reserve A-1	First American Treasury Obligation Fund Class Z	133,632
US Bank Series 2013 Reserve A-2	First American Treasury Obligation Fund Class Z	18,375
US Bank Series 2013 Prepayment A-1/A-2	First American Treasury Obligation Fund Class Z	1,957
	Total Debt Service Fund Investments	<u>\$ 569,710</u>

FirstService Financial, an affiliate by ownership to your management company Rizzetta & Company, provides banking solutions exclusively to clients of Rizzetta & Company. FirstService Financial receives a monthly administration fee from partner financial institutions for our assistance with the development, placement, service, and maintenance of our banking programs without impacting the interest our clients earn on their funds. The monthly administration fee varies as it is negotiated with each participating financial institution.

**Palma Sola Trace Community Development District
Summary A/R Ledger
From 01/01/2026 to 01/31/2026**

Fund_ID	Fund Name	Customer	Invoice Number	AR Account	Date	Balance Due	
390, 2463	390-001	390 General Fund	Manatee County Tax Collector	AR00002935	12110	10/01/2025	40,081.18
Sum for 390, 2463							40,081.18
390, 2465	390-200	390 Debt Service Fund S2013	Manatee County Tax Collector	AR00002935	12110	10/01/2025	26,339.23
Sum for 390, 2465							26,339.23
Sum for 390							66,420.41
Sum Total							66,420.41

Palma Sola Trace Community Development District
Notes to Unaudited Financial Statements
January 31, 2026

Balance Sheet

1. Trust statement activity has been recorded through 01/31/26.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

Summary A/R Ledger – Payment Terms

4. Payment terms for landowner assessments are (a) defined in the FY25-26 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.

Tab 4

**PALMA SOLA TRACE
COMMUNITY DEVELOPMENT DISTRICT**

District Office - Tampa, Florida - (813)-933-5571
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
palmasolatracecdd.org

**Operation and Maintenance Expenditures
November 2025
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2025 through November 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$105,825.25**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Palma Sola Trace Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Admiral Environmental	300107	4782	Monthly Aquatic Maintenance 11/25	\$ 900.00
Admiral Environmental	300107	4783	Wetland/Preserve/Natural Area 11/25	\$ 2,700.00
Admiral Environmental	300108	4816	Plants Install 11/25	\$ 675.00
Bellmore Electric, Inc.	300109	8668	Light # 72 Replace Bulb 10/25	\$ 225.00
Bellmore Electric, Inc.	300112	8675	REPLACE BULB -REPLACE FUSES -	\$ 275.00
Bellmore Electric, Inc.	300112	8676	CLEAN LENS Light 19 10/25	\$ 472.00
Bellmore Electric, Inc.	300112	8688	Streetlight # 25 Repairs 10/25	\$ 225.00
Bellmore Electric, Inc.	300112	8688	Light # 67 Replace Bulb 11/25	\$ 225.00
BrightView Landscape Services, Inc.	300110	9540531	Landscape Maintenance 10/25	\$ 5,710.00
BrightView Landscape Services, Inc.	300104	9547088	Exterior Maintenance 11/25	\$ 894.00
BrightView Landscape Services, Inc.	300110	9568124	Add Topsoil to repair wash out areaa10/25	\$ 1,720.00
Coastal Concrete Products, LLC	300105	3503	Hurrican Milton Repair 05/25	\$ 84,863.40
Florida Power & Light Company	20251121-1	21937-71157 ACH	3724 Summerwind Cir Gate 10/25	\$ 28.63
Florida Power & Light Company	20251121-1	56695-14423 ACH	3804 Bridlecrest Ln Pump 10/25	\$ 136.54

Palma Sola Trace Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	20251121-1	75654-55537 ACH	3807 75th St W St Lts 10/25	\$ 170.17
Florida Power & Light Company	20251121-1	84373-03152 ACH	4095 Overture Cir Gate	\$ 35.61
Rizzetta & Company, Inc.	300103	INV0000104492	District Management Services 11/25	\$ 4,825.08
Schappacher Engineering, LLC	300106	2958	District Engineering Services 10/25	\$ 1,650.00
Securt Holdings, LLC	300111	500872	Service Call for Gate 11/25	<u>\$ 319.82</u>
Total				<u>\$ 105,825.25</u>

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 # 4782

DATE 11/01/2025

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 November, 2025.
Thank you for being a valued customer.

SUBTOTAL	900.00
TAX	0.00
TOTAL	900.00
BALANCE DUE	\$900.00

Pay invoice

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



INVOICE

BILL TO

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

SHIP TO

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

INVOICE # 4783

DATE 11/01/2025

TERMS Due on receipt

CUSTOMER

Palma Sola Trace CDD (Creek)



DESCRIPTION	QTY	RATE	AMOUNT
Recurring - Wetland/Preserve/Natural Area - 6x/year - Palma Sola Trace CDD (Natural Area - Creek/Berm)	1	2,700.00	2,700.00

This invoice is for the 1st of 6 service events for the year starting 11-1-25.
- The service is for November, 2025.
Thank you for being a valued customer.

SUBTOTAL	2,700.00
TAX	0.00
TOTAL	2,700.00
BALANCE DUE	\$2,700.00

[Pay invoice](#)

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



INVOICE

BILL TO

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

SHIP TO

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

INVOICE # 4816

DATE 11/17/2025

RECEIVED
11/19/25

TERMS Due on receipt

CUSTOMER

Palma Sola Trace CDD (Creek)

DESCRIPTION	QTY	RATE	AMOUNT
Plants - 3 gal Fountain Grass	25	13.50	337.50T
Plants - 3 gal Fakahatchee Grass	25	13.50	337.50T

This invoice is for the following Special Service.
- Supply of 50 (3 gal) plants installed on 11-17-25.
Thank you for being a valued customer.

SUBTOTAL	675.00
TAX	0.00
TOTAL	675.00
BALANCE DUE	\$675.00

Pay invoice

Bellmore Electric Inc.
 2318 41st Street East
 Bradenton, Fl 34208
 (941) 779-6148
 bellmoreelectricinc@gmail.com
 EC13004201

Invoice

Date	Invoice #
10/3/2025	8668

Bill To
 Palma Sola Trace CDD
 3434 COLWELL AVE, SUITE 200
 TAMPA, FL. 33614

RECEIVED
 10/09/25

Project	Terms
LIGHT 72	Net 15

Description	Amount	Quantity	Total
SCOPE OF WORK -REPLACE LED BULB	225.00	1	225.00

Thank you for your business.	Total \$225.00
------------------------------	-----------------------

Bellmore Electric Inc.
 2318 41st Street East
 Bradenton, Fl 34208
 (941) 779-6148
 bellmoreelectricinc@gmail.com
 EC13004201

Invoice

Date	Invoice #
10/17/2025	8675

Bill To

Palma Sola Trace CDD
 3434 COLWELL AVE, SUITE 200
 TAMPA, FL. 33614

Project

Terms

LIGHT # 19

Net 15

Description	Amount	Quantity	Total
SCOPE OF WORK -REPLACE BULB -REPLACE FUSES -CLEAN LENS	275.00	1	275.00

Thank you for your business.

Total \$275.00

Bellmore Electric Inc.
 2318 41st Street East
 Bradenton, Fl 34208
 (941) 779-6148
 bellmoreelectricinc@gmail.com
 EC13004201

Invoice

Date	Invoice #
10/17/2025	8676

Bill To

Palma Sola Trace CDD
 3434 COLWELL AVE, SUITE 200
 TAMPA, FL. 33614

Project

Terms

LIGHT # 25

Net 15

Description	Amount	Quantity	Total
SCOPE OF WORK -TROUBLE SHOOT LIGHTS 23,24,25 NOT WORKING. DISCONNECT FOR TRIPPING. -FOUND LIGHT #24 & #25 HAVE DAMAGED WIRE UNDER GROUND. -DISCONNECTED BOTH LIGHTS SO OTHERS WOULD STAY ON. -LIGHT #25 LOOKS LIKE THERE WAS A TREE REMOVED AND WIRE WAS IN THE ROOT SYSTEM OF THE TREE.	472.00	1	472.00

Thank you for your business.

Total

\$472.00

Bellmore Electric Inc.
 2318 41st Street East
 Bradenton, Fl 34208
 (941) 779-6148
 bellmoreelectricinc@gmail.com
 EC13004201

Invoice

Date	Invoice #
11/4/2025	8688

Bill To
 Palma Sola Trace CDD
 3434 COLWELL AVE, SUITE 200
 TAMPA, FL. 33614

Project	Terms
LIGHT 67	Net 15

Description	Amount	Quantity	Total
SCOPE OF WORK -REPLACE LED BULB	225.00	1	225.00

Thank you for your business.	Total \$225.00
------------------------------	-----------------------



INVOICE

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

Customer #: 15814541
Invoice #: 9540531
Invoice Date: 10/14/2025
Sales Order: 8763720
Cust PO #:

Project Name: PST CDD - Creek Clean up

Project Description: Flush cut and remove trees and clean up debris along creek behind PST Condos

Job Number	Description	Qty	UM	Unit Price	Amount
341105291	Palma Sola Trace CDD				
	Flush cut and remove trees covered in vines and clean up deb	1.000	LS	4800.00	4,800.00
	NOTE : Approx. 1 day of cleanup and planting with disposal	1.000	EA	0.00	
	Bougainvillea on a trellis 7gal (Installed) - To close bare	10.000	EA	91.00	910.00
	Irrigation will be complete on a time and materials basis an	1.000	EA	0.00	
Total Invoice Amount					5,710.00
Taxable Amount					
Tax Amount					
Balance Due					5,710.00

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 #: 9540531
 Invoice Date: 10/14/2025

Amount Due: \$ 5,710.00

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 #: 9547088
Invoice Date: 11/1/2025
Cust PO #:



Job Number	Description	Amount
341105291	Palma Sola Trace CDD Exterior Maintenance For November	894.00
Total invoice amount		894.00
Tax amount		
Balance due		894.00

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 #: 9547088
Invoice Date: 11/1/2025

Amount Due: \$894.00

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 #: 9568124
Invoice Date: 10/30/2025
Sales Order: 8775976
Cust PO #:

Project Name: PST CDD - Wash out Repair along SFH Wall
Project Description: Add Topsoil to repair wash out areas along SFH wall

Job Number	Description	Qty	UM	Unit Price	Amount
341105291	Palma Sola Trace CDD				
	Labor/Wheelbarrow Fee - To transport soil from front to back	1.000	LS	800.00	800.00
	Topsoil (Installed)	8.000	CY	115.00	920.00
Total Invoice Amount					1,720.00
Taxable Amount					
Tax Amount					
Balance Due					1,720.00

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 #: 9568124
Invoice Date: 10/30/2025

Amount Due: \$ 1,720.00

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

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:

Paul Schuppacher 5/8/25



Electric Bill Statement

For: Oct 8, 2025 to Nov 6, 2025 (29 days)

Statement Date: Nov 6, 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

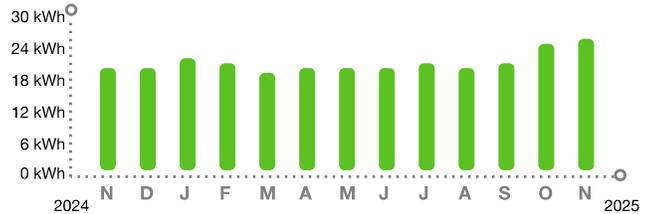
\$28.63

TOTAL AMOUNT YOU OWE

Dec 1, 2025

NEW CHARGES DUE BY

ENERGY USAGE HISTORY



BILL SUMMARY

Amount of your last bill	28.57
Payments received	-28.57
Balance before new charges	0.00
<hr/>	
Total new charges	28.63
Total amount you owe	\$28.63

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payment received after January 28, 2026 is considered LATE; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after November 20, 2025. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



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

The 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:

PALMA SOLA
TRACE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/PayBill) for ways to pay.

21937-71157	\$28.63	Dec 1, 2025	\$ Auto pay - DO NOT PAY
ACCOUNT NUMBER	TOTAL AMOUNT YOU OWE	NEW CHARGES DUE BY	AMOUNT ENCLOSED



Customer Name:
PALMA SOLA TRACE
CDD

Account Number:
21937-71157

BILL DETAILS

Amount of your last bill	28.57
Payment received - Thank you	-28.57
Balance before new charges	\$0.00

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS	
Base charge:	\$12.87
Minimum base bill charge:	\$10.16
Non-fuel: (\$0.096100 per kWh)	\$2.59
Fuel: (\$0.027180 per kWh)	\$0.73
Electric service amount	26.35
Gross receipts tax (State tax)	0.68
Franchise fee (Reqd local fee)	1.58
Taxes and charges	2.26
Regulatory fee (State fee)	0.02
Total new charges	\$28.63
Total amount you owe	\$28.63

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter AC05813. Next meter reading Dec 5, 2025.

Usage Type	Current	-	Previous	=	Usage
kWh used	02325		02298		27

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Nov 6, 2025	Oct 8, 2025	Nov 6, 2024
kWh Used	27	26	21
Service days	29	30	30
kWh/day	1	1	1
Amount	\$28.63	\$28.57	\$28.10

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.

Download the app

Get instant, secure access to outage and billing info from your mobile device.

[Download now](#)

Bigger LED rebates

Don't miss out on our increased rebates up to \$40 per qualifying LED fixture when you make the switch.

[Claim rebates](#)

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: Oct 8, 2025 to Nov 6, 2025 (29 days)

Statement Date: Nov 6, 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

\$136.54

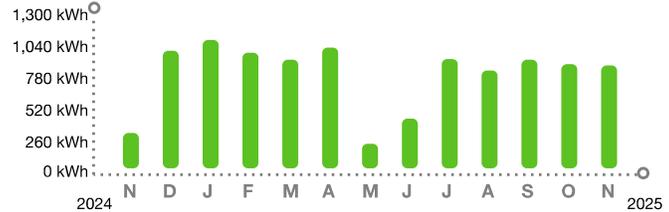
TOTAL AMOUNT YOU OWE

Dec 1, 2025

NEW CHARGES DUE BY

Enroll in FPL Budget Billing® and have \$131.03 withdrawn instead of \$136.54.
FPL.com/AutoBB

ENERGY USAGE HISTORY



KEEP IN MIND

- Enroll in FPL Budget Billing and have Automatic Bill Pay debit \$131.03 instead of \$136.54 on your next withdrawal date. Your monthly bills will become predictable year-round. Enroll at FPL.com/AutoBB
- Payment received after January 28, 2026 is considered LATE; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after November 20, 2025. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.

BILL SUMMARY

Amount of your last bill	138.03
Payments received	-138.03
Balance before new charges	0.00
Total new charges	136.54
Total amount you owe	\$136.54

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



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

The 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:

PALMA SOLA TRACE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit FPL.com/PayBill for ways to pay.

56695-14423

ACCOUNT NUMBER

\$136.54

TOTAL AMOUNT YOU OWE

Dec 1, 2025

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
PALMA SOLA TRACE
CDD

Account Number:
56695-14423

BILL DETAILS

Amount of your last bill	138.03
Payment received - Thank you	-138.03
Balance before new charges	\$0.00

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS	
Base charge:	\$12.87
Non-fuel: <small>(\$0.096100 per kWh)</small>	\$87.92
Fuel: <small>(\$0.027180 per kWh)</small>	\$24.87
Electric service amount	125.66
Gross receipts tax (State tax)	3.22
Franchise fee (Reqd local fee)	7.54
Taxes and charges	10.76
Regulatory fee (State fee)	0.12
Total new charges	\$136.54
Total amount you owe	\$136.54

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter ACD9761. Next meter reading Dec 5, 2025.

Usage Type	Current	-	Previous	=	Usage
kWh used	01630		00715		915

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Nov 6, 2025	Oct 8, 2025	Nov 6, 2024
kWh Used	915	926	313
Service days	29	30	30
kWh/day	32	31	10
Amount	\$136.54	\$138.03	\$52.05

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.

Download the app

Get instant, secure access to outage and billing info from your mobile device.

[Download now](#)

Bigger LED rebates

Don't miss out on our increased rebates up to \$40 per qualifying LED fixture when you make the switch.

[Claim rebates](#)

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: Oct 3, 2025 to Nov 3, 2025 (31 days)

Statement Date: Nov 3, 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

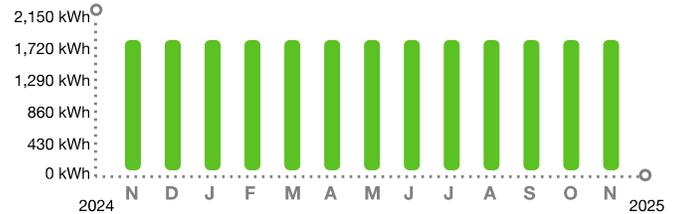
\$170.17

TOTAL AMOUNT YOU OWE

Nov 24, 2025

NEW CHARGES DUE BY

ENERGY USAGE HISTORY



KEEP IN MIND

- Payment received after January 23, 2026 is considered LATE; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after November 23, 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.

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.)

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



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

The 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:

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

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/PayBill) for ways to pay.

75654-55537

ACCOUNT NUMBER

\$170.17

TOTAL AMOUNT YOU OWE

Nov 24, 2025

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
PALMA SOLA TRACE
COMM DEV DISTRICT

Account Number:
75654-55537

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 Dec 2, 2025.

Usage Type	Usage
Total kWh used	1919

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Nov 3, 2025	Oct 3, 2025	Nov 2, 2024
kWh Used	1919	1919	1919
Service days	31	30	31
kWh/day	62	64	62
Amount	\$170.17	\$170.17	\$127.55

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.

Download the app

Get instant, secure access to outage and billing info from your mobile device.

[Download now](#)

Bigger LED rebates

Don't miss out on our increased rebates up to \$40 per qualifying LED fixture when you make the switch.

[Claim rebates](#)

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.



Customer Name: PALMA SOLA TRACE
COMM DEV DISTRICT

Account Number: 75654-55537

For: 10-03-2025 to 11-03-2025 (31 days)
kWh/Day: 62
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

For: 10-03-2025 to 11-03-2025 (31 days)
kWh/Day: 62
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: Oct 8, 2025 to Nov 6, 2025 (29 days)

Statement Date: Nov 6, 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

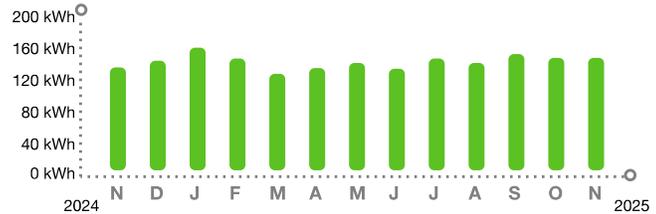
\$35.61

TOTAL AMOUNT YOU OWE

Dec 1, 2025

NEW CHARGES DUE BY

ENERGY USAGE HISTORY



KEEP IN MIND

- Payment received after January 28, 2026 is considered LATE; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after November 20, 2025. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.

BILL SUMMARY

Amount of your last bill	35.61
Payments received	-35.61
Balance before new charges	0.00
<hr/>	
Total new charges	35.61
Total amount you owe	\$35.61

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



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

The 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:

PALMA SOLA
TRACE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/PayBill) for ways to pay.

84373-03152

ACCOUNT NUMBER

\$35.61

TOTAL AMOUNT YOU OWE

Dec 1, 2025

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
PALMA SOLA TRACE
CDD

Account Number:
84373-03152

BILL DETAILS

Amount of your last bill	35.61
Payment received - Thank you	-35.61
Balance before new charges	\$0.00

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS	
Base charge:	\$12.87
Minimum base bill charge:	\$0.92
Non-fuel: (\$0.096100 per kWh)	\$14.79
Fuel: (\$0.027180 per kWh)	\$4.19
Electric service amount	32.77
Gross receipts tax (State tax)	0.84
Franchise fee (Reqd local fee)	1.97
Taxes and charges	2.81
Regulatory fee (State fee)	0.03
Total new charges	\$35.61
Total amount you owe	\$35.61

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter AC07429. Next meter reading Dec 5, 2025.

Usage Type	Current	-	Previous	=	Usage
kWh used	18287		18133		154

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Nov 6, 2025	Oct 8, 2025	Nov 6, 2024
kWh Used	154	154	141
Service days	29	30	30
kWh/day	5	5	5
Amount	\$35.61	\$35.61	\$33.29

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.

Download the app

Get instant, secure access to outage and billing info from your mobile device.

[Download now](#)

Bigger LED rebates

Don't miss out on our increased rebates up to \$40 per qualifying LED fixture when you make the switch.

[Claim rebates](#)

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.

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

Invoice

Date	Invoice #
11/2/2025	INV0000104492

Bill To:

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



Services for the month of	Terms	Client Number
November	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

Invoice

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

Date	Invoice #
11/5/2025	2958

Bill To
Palma Sola Trace CDD c/o Avid Xchange P.O. Box 32414 Charlotte, NC 28232

Serviced	Description	Terms		Project	
		Due on receipt		CDD Engineering Services	
		Quantity	Rate	Amount	
10/6/2025	Respond to board member on irrigation break and silt flowing into pond.	0.25	165.00	41.25	
10/13/2025	Add meeting times to calendar.	0.25	165.00	41.25	
10/13/2025	Respond to bare bank on pond 8.	0.25	165.00	41.25	
10/15/2025	Site review to check on reported bank erosion and questionable slope behind home on pond 8. Prepare photo summary of deficiencies. Check historical aerials to determine that tree was recently removed. Prepare bid package for bank erosion and send to vendors for bids. Send summary e-mails to board and committee members.	3	165.00	495.00	
10/16/2025	Respond to committee and board members regarding pond 8 deficiencies.	0.75	165.00	123.75	
10/17/2025	Highlight plat pages to show Palma Sola Creek jurisdictional area, send to HOA president and CDD chairperson.	0.5	165.00	82.50	
10/22/2025	Review bids for bank repairs, send out bid reminders. Prep work for CDD meeting, review agenda and print pertinent documents.	1	165.00	165.00	
10/23/2025	Prepare bid tabulation for bank repairs and print out for CDD board members. Send copies of reports to attorney. Research Manatee County property appraisers website for pool permit at 3747 Summerwind. Attend CDD meeting.	3.75	165.00	618.75	
10/28/2025	Coordinate with Bellmore Electric on updating maps for repairs.	0.25	165.00	41.25	
Due upon request. Please make checks payable to Schappacher Engineering			Total	\$1,650.00	



Phone Number: 941 359 3707
 Email: invoicing@ciaaccess.com

www.guardianaccess.com

Service Invoice

Invoice: **500872**
 Date: **11/18/2025**
 Client #: **1056**

Billed To: Palma Sola Trace 9428 Camden Field Pkwy Riverview FL 33578-0519	Property: Palma Sola Trace 4111 Overture Circle Bradenton FL 34209 4111
--	---

Service Call Fee - One of the poles on the North side pedestrian gate is bent, so the gate isn't closing properly.
 Called in by Rachel Welborn 813-533-2950

Labor - 11/13, Moises - Upon arrival, was not able to find any bent poles on either the North or South ped gates. Contacted the customer, who directed the tech back to the North ped gate - The pole was not bent at all, but was slightly leaning forward. This pole also supports the gate. It looked like it had been recently repositioned, as it was extremely loose and that is causing the gate to lean. The post will need to be resealed in new concrete, and the gate itself will need new closers. Waiting to see if the customer approved this work, OR if a quote is requested.

Description	Quantity	Unit Price	Total Price
Service Call	1.0000	138.000000	138.00
Standard Labor Rate	1.2500	138.000000	172.50
Admin Fee	1.0000	9.320000	9.32

Invoice # 500872

Non-Taxable Amount	319.82
Taxable Amount:	
Sales Tax:	

Due On Receipt	Amount Due:	\$319.82
-----------------------	--------------------	-----------------

Make checks payable to:
 Access Control Systems of Tennessee, LLC
 DBA CIA Acces
 PO Box 109221
 Atlanta, GA 30348

To continue offering our customers the most competitive labor rates, our 3% administrative fee is now applied to all invoices regardless of the payment method used. This fee helps cover the significant processing and administrative costs associated with each invoice.

We accept all major credit cards, EFT and ACH payments.

For credit card payments, please call 615.255.4466. A 3% processing fee will be applied to all credit card transactions.

Thank you for your business

**PALMA SOLA TRACE
COMMUNITY DEVELOPMENT DISTRICT**

District Office - Tampa, Florida - (813)-933-5571
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
palmasolatracecdd.org

**Operation and Maintenance Expenditures
December 2025
For Board Approval**

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

The total items being presented: **\$34,730.52**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Palma Sola Trace Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Admiral Environmental	300116	4870	Monthly Aquatic Maintenance 12/25	\$ 900.00
Bellmore Electric, Inc.	300114	8687	Streetlight # 38 Repairs 11/25	\$ 5,720.00
Bellmore Electric, Inc.	300114	8689	Streetlight # 4 Repairs 11/25	\$ 3,220.00
Bellmore Electric, Inc.	300114	8690	Streetlight # 3 Repairs 11/25	\$ 2,990.00
Bellmore Electric, Inc.	300114	8691	Streetlight # 1 Repairs 11/25	\$ 2,790.00
Bellmore Electric, Inc.	300122	8706	Replace Bulb, Photo Control and Fuses 12/25	\$ 350.00
Bellmore Electric, Inc.	300122	8707	Light # 76 Repairs 12/25	\$ 675.00
Coastal Concrete Products, LLC	300113	3574	Fence Repair 09/25	\$ 9,020.00
Eva Walker	300120	EW121825	Board of Supervisors Meeting 12/18/25	\$ 200.00
Florida Power & Light Company	20251222-1	2193771157-120525	3724 Summerwind Cir Gate 11/25	\$ 28.31
Florida Power & Light Company	20251222-1	5669514423-120525	3804 Bridlecrest Ln Pump 11/25	\$ 137.50
Florida Power & Light Company	20251222-1	75654-55537-120225	3807 75th St W St Lts 11/25	\$ 170.17
Florida Power & Light Company	20251222-1	8437303152-120525	4095 Overture Cir Gate 11/25	\$ 35.83

Palma Sola Trace Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kilinski-Van Wyk, PLLC	300117	13538	Monthly Legal Services 10/25	\$ 3,005.50
Rizzetta & Company, Inc.	300115	INV0000105307	Accounting Services 12/25	\$ 4,825.08
Schappacher Engineering, LLC	300118	2939	Engineering Services 10/25	\$ 37.50
Schappacher Engineering, LLC	300118	2972	Engineering Services 12/25	\$ 41.25
School Now	300119	INV-SN-1153	School Now CDD ADA-PDF 12/25	\$ 384.38
Susan Ann Kogge	300121	SG121825	Board of Supervisors Meeting 12/18/25	\$ <u>200.00</u>
Total				\$ <u><u>34,730.52</u></u>

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 # 4870

DATE 12/01/2025

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 December, 2025.
Thank you for being a valued customer.

SUBTOTAL	900.00
TAX	0.00
TOTAL	900.00
BALANCE DUE	\$900.00

Pay invoice

Bellmore Electric Inc.
 2318 41st Street East
 Bradenton, Fl 34208
 (941) 779-6148
 bellmoreelectricinc@gmail.com
 EC13004201

Invoice

Date	Invoice #
11/4/2025	8687

Bill To

Palma Sola Trace CDD
 3434 COLWELL AVE, SUITE 200
 TAMPA, FL. 33614

Project	Terms
PST LIGHT 38	Net 15

Description	Amount	Quantity	Total
SCOPE OF WORK -INSTALL NEW 4X4 POST WITH VINYL WRAP AND CAP. -INSTALL NEW DISCONNECT WITH FEED GOING INTO TRANSFORMER. -BORE UNDER GROUND 320' TO LIGHT AND INSTALL 1" PVC CONDUIT. -INSTALL 1" LB AT LIGHT POLE. -PULL NEW WIRE FROM DISCONNECT TO LIGHT POLE. (3) #10 THHN COPPER WIRES @ 320 FEET. FOR A TOTAL OF 960 FEET. MAKE UP CONNECTION IN BOTTOM OF FIXTURE.	5,720.00		5,720.00

Thank you for your business.

Total \$5,720.00

Bellmore Electric Inc.
 2318 41st Street East
 Bradenton, Fl 34208
 (941) 779-6148
 bellmoreelectricinc@gmail.com
 EC13004201

Invoice

Date	Invoice #
11/4/2025	8689

Bill To

Palma Sola Trace CDD
 3434 COLWELL AVE, SUITE 200
 TAMPA, FL. 33614

Project	Terms
PST LIGHT 4	Net 15

Description	Amount	Quantity	Total
SCOPE OF WORK -INSTALL NEW 4X4 POST WITH VINYL WRAP AND CAP. -INSTALL NEW DISCONNECT WITH FEED GOING INTO TRANSFORMER. -BORE UNDER GROUND 80' TO LIGHT AND INSTALL 1" PVC CONDUIT. -INSTALL 1" LB AT LIGHT POLE. -PULL NEW WIRE FROM DISCONNECT TO LIGHT POLE. (3) #10 THHN COPPER WIRES @ 80 FEET. FOR A TOTAL OF 240 FEET. MAKE UP CONNECTION IN BOTTOM OF FIXTURE.	3,220.00		3,220.00

Thank you for your business.

Total \$3,220.00

Bellmore Electric Inc.
 2318 41st Street East
 Bradenton, Fl 34208
 (941) 779-6148
 bellmoreelectricinc@gmail.com
 EC13004201

Invoice

Date	Invoice #
11/4/2025	8690

Bill To
 Palma Sola Trace CDD
 3434 COLWELL AVE, SUITE 200
 TAMPA, FL. 33614

Project	Terms
PST LIGHT 3	Net 15

Description	Amount	Quantity	Total
SCOPE OF WORK -BORE UNDER GROUND 105' TO LIGHT AND INSTALL 1" PVC CONDUIT. -INSTALL 1" LB AT LIGHT POLE. -PULL NEW WIRE FROM LIGHT TO LIGHT POLE. (3) #10 THHN COPPER WIRES @ 105 FEET. FOR A TOTAL OF 315 FEET. MAKE UP CONNECTION IN BOTTOM OF FIXTURE.	2,990.00		2,990.00

Thank you for your business.	Total \$2,990.00
------------------------------	-------------------------

Bellmore Electric Inc.
 2318 41st Street East
 Bradenton, Fl 34208
 (941) 779-6148
 bellmoreelectricinc@gmail.com
 EC13004201

Invoice

Date	Invoice #
11/4/2025	8691

Bill To
 Palma Sola Trace CDD
 3434 COLWELL AVE, SUITE 200
 TAMPA, FL. 33614

Project	Terms
PST LIGHT 1	Net 15

Description	Amount	Quantity	Total
SCOPE OF WORK -BORE UNDER GROUND 90' TO LIGHT AND INSTALL 1" PVC CONDUIT. -INSTALL 1" LB AT LIGHT POLE. -PULL NEW WIRE FROM LIGHT TO LIGHT POLE. (3) #10 THHN COPPER WIRES @ 90 FEET. FOR A TOTAL OF 270 FEET. MAKE UP CONNECTION IN BOTTOM OF FIXTURE.	2,790.00		2,790.00

Thank you for your business.	Total \$2,790.00
------------------------------	-------------------------

Bellmore Electric Inc.
 2318 41st Street East
 Bradenton, FL 34208
 (941) 779-6148
 bellmoreelectricinc@gmail.com
 EC13004201

Invoice

Date	Invoice #
12/15/2025	8706

Bill To
 Palma Sola Trace CDD
 3434 COLWELL AVE, SUITE 200
 TAMPA, FL. 33614

Project	Terms
LIGHT # 84	Net 15

Description	Amount	Quantity	Total
SCOPE OF WORK -REPLACE BULB -REPLACE PHOTO CONTROL -REPLACE FUSES	350.00	1	350.00

Thank you for your business.	Total \$350.00
------------------------------	-----------------------

Bellmore Electric Inc.
 2318 41st Street East
 Bradenton, Fl 34208
 (941) 779-6148
 bellmoreelectricinc@gmail.com
 EC13004201

Invoice

Date	Invoice #
12/15/2025	8707

Bill To

Palma Sola Trace CDD
 3434 COLWELL AVE, SUITE 200
 TAMPA, FL. 33614

Project	Terms
LIGHT #76	Net 15

Description	Amount	Quantity	Total
SCOPE OF WORK INSTALL NEW ACRYLIC LENS. INSTALL NEW LED BULB INSTALL NEW FUSES INSTALL E39 SOCKET	675.00	1	675.00

Thank you for your business.

Total \$675.00



INVOICE

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

INVOICE #: 3574
 DATE: 09/10/2025
 DUE DATE: 09/10/2025

TOTAL AMOUNT: \$9,020.00
 TOTAL DUE: \$9,020.00

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

E-MAILED
Twinschel 9/10/25

PROJECT	DESCRIPTION / MEMO	AMOUNT
Palma Sola/Repair	Change Order dated 8/12/25 Replace (4) 6' concrete line post Replace (1) 6' concrete corner post Replace (8) 5' concrete panels Replace (4) 5' concrete top rail Replace (2) concrete cap Caulk (128) concrete posts	\$9,020.00
TOTAL AMOUNT:		\$9,020.00

CURRENT	1 - 30 DAYS OVERDUE	31 - 60 DAYS OVERDUE	61 - 90 DAYS OVERDUE	OVER 91 DAYS OVERDUE	TOTAL DUE
9,020.00	4,243.17	0.00	0.00	0.00	13,263.17

CUSTOMER ID: C1373
 CUSTOMER NAME: PALMA SOLA TRACE CDD
 INVOICE # 3574

TOTAL DUE: \$9,020.00

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

Palma Sola Trace CDD
 Meeting Date: December 18, 2025

SUPERVISOR PAY REQUEST

Name of Board Supervisor	Check if paid
Eva Midgley Walker	✓
Mary Gray*	
Susan Kogge	✓
David Kaiser*	
Bill Wright	

*NOTE: Supervisors are only paid if checked present. *Denotes supervisor does not wish to get paid*

EXTENDED MEETING TIMECARD

Meeting Start Time:	1:45 PM
Meeting End Time:	2:50 PM
Total Meeting Time:	

Time Over <u>3</u> Hours:	
---------------------------	--

Total at \$175.00 per Hour:	
------------------------------------	--

ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.700
Mileage to Charge	\$0.00

DM Signature: Russell M. Wilson



Electric Bill Statement

For: Nov 6, 2025 to Dec 5, 2025 (29 days)

Statement Date: Dec 5, 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

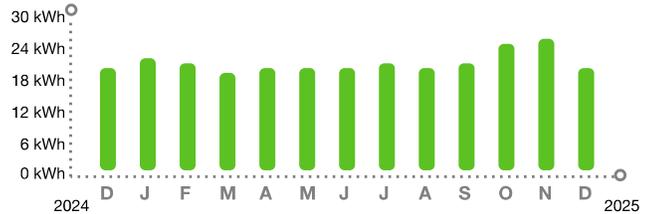
\$28.31

TOTAL AMOUNT YOU OWE

Dec 26, 2025

NEW CHARGES DUE BY

ENERGY USAGE HISTORY



KEEP IN MIND

- Payment received after February 25, 2026 is considered LATE; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after December 19, 2025. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- 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 next month due to greater number of service days. Visit www.FPL.com for more information.

BILL SUMMARY

Amount of your last bill	28.63
Payments received	-28.63
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.)

New rates take effect Jan. 1, 2026. Learn more at FPL.com/rates.

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



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

The 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:

PALMA SOLA
TRACE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit FPL.com/PayBill for ways to pay.

21937-71157
ACCOUNT NUMBER

\$28.31
TOTAL AMOUNT YOU OWE

Dec 26, 2025
NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY
AMOUNT ENCLOSED



Customer Name:
PALMA SOLA TRACE
CDD

Account Number:
21937-71157

BILL DETAILS

Amount of your last bill	28.63
Payment received - Thank you	-28.63
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 Jan 7, 2026.

Usage Type	Current	-	Previous	=	Usage
kWh used	02346		02325		21

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Dec 5, 2025	Nov 6, 2025	Dec 6, 2024
kWh Used	21	27	21
Service days	29	29	30
kWh/day	1	1	1
Amount	\$28.31	\$28.63	\$28.10

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.

Download the app

Get instant, secure access to outage and billing info from your mobile device.

[Download now](#)

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: Nov 6, 2025 to Dec 5, 2025 (29 days)

Statement Date: Dec 5, 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

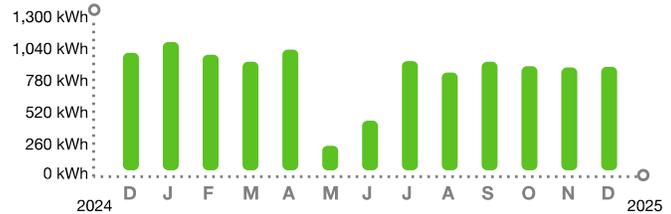
\$137.50

TOTAL AMOUNT YOU OWE

Dec 26, 2025

NEW CHARGES DUE BY

ENERGY USAGE HISTORY



KEEP IN MIND

- Payment received after February 25, 2026 is considered LATE; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after December 19, 2025. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- 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 next month due to greater number of service days. Visit www.FPL.com for more information.

BILL SUMMARY

Amount of your last bill	136.54
Payments received	-136.54
Balance before new charges	0.00
Total new charges	137.50
Total amount you owe	\$137.50

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

New rates take effect Jan. 1, 2026. Learn more at FPL.com/rates.

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



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

The 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:

PALMA SOLA TRACE CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit FPL.com/PayBill for ways to pay.

56695-14423

ACCOUNT NUMBER

\$137.50

TOTAL AMOUNT YOU OWE

Dec 26, 2025

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
PALMA SOLA TRACE
CDD

Account Number:
56695-14423

BILL DETAILS

Amount of your last bill	136.54
Payment received - Thank you	-136.54
Balance before new charges	\$0.00

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS	
Base charge:	\$12.87
Non-fuel: <small>(\$0.096100 per kWh)</small>	\$88.61
Fuel: <small>(\$0.027180 per kWh)</small>	\$25.06
Electric service amount	126.54
Gross receipts tax (State tax)	3.25
Franchise fee (Reqd local fee)	7.59
Taxes and charges	10.84
Regulatory fee (State fee)	0.12
Total new charges	\$137.50

Total amount you owe \$137.50

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter ACD9761. Next meter reading Jan 7, 2026.

Usage Type	Current	-	Previous	=	Usage
kWh used	02552		01630		922

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Dec 5, 2025	Nov 6, 2025	Dec 6, 2024
kWh Used	922	915	1046
Service days	29	29	30
kWh/day	32	32	35
Amount	\$137.50	\$136.54	\$141.35

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.

Download the app

Get instant, secure access to outage and billing info from your mobile device.

[Download now](#)

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: Nov 3, 2025 to Dec 2, 2025 (29 days)

Statement Date: Dec 2, 2025

Account Number: 75654-55537

Service Address:

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

PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT,
Here's what you owe for this billing period.

CURRENT BILL

\$170.17

TOTAL AMOUNT YOU OWE

Dec 23, 2025

NEW CHARGES DUE BY

ENERGY USAGE HISTORY



BILL SUMMARY

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

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payment received after February 24, 2026 is considered LATE; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after December 22, 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.

New rates take effect Jan. 1, 2026. Learn more at [FPL.com/rates](https://www.fpl.com/rates).

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



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

The 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:

PALMA SOLA TRACE COMMUNITY
DEVELOPMENT DISTRICT
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/PayBill)
for ways to pay.

75654-55537

ACCOUNT NUMBER

\$170.17

TOTAL AMOUNT YOU OWE

Dec 23, 2025

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name: PALMA SOLA
TRACE COMMUNITY
DEVELOPMENT DISTRICT

Account Number: 75654-55537

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 Jan 3, 2026.

Usage Type	Usage
Total kWh used	1919

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Dec 2, 2025	Nov 3, 2025	Dec 3, 2024
kWh Used	1919	1919	1919
Service days	29	31	31
kWh/day	66	62	62
Amount	\$170.17	\$170.17	\$127.55

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.

Download the app

Get instant, secure access to outage and billing info from your mobile device.

Download now

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.



Customer Name: PALMA SOLA TRACE
 COMMUNITY DEVELOPMENT DISTRICT
Account Number: 75654-55537

For: 11-03-2025 to 12-02-2025 (29 days)
kWh/Day: 66
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 COMMUNITY
 DEVELOPMENT DISTRICT
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390



Customer Name: PALMA SOLA TRACE
 COMMUNITY DEVELOPMENT DISTRICT
Account Number: 75654-55537

For: 11-03-2025 to 12-02-2025 (29 days)
kWh/Day: 66
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: Nov 6, 2025 to Dec 5, 2025 (29 days)

Statement Date: Dec 5, 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

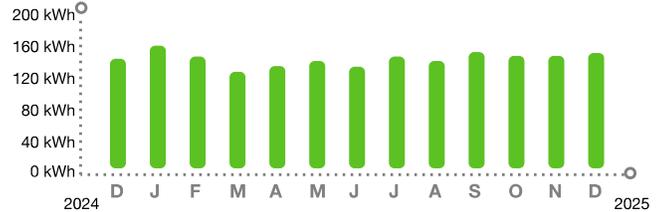
\$35.83

TOTAL AMOUNT YOU OWE

Dec 26, 2025

NEW CHARGES DUE BY

ENERGY USAGE HISTORY



BILL SUMMARY

Amount of your last bill	35.61
Payments received	-35.61
Balance before new charges	0.00
<hr/>	
Total new charges	35.83
Total amount you owe	\$35.83

FPL automatic bill pay - DO NOT PAY

(See page 2 for bill details.)

KEEP IN MIND

- Payment received after February 25, 2026 is considered LATE; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after December 19, 2025. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- 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 next month due to greater number of service days. Visit www.FPL.com for more information.

New rates take effect Jan. 1, 2026. Learn more at FPL.com/rates.

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report 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 33614-8390

The 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 33188-0001

Visit FPL.com/PayBill for ways to pay.

84373-03152

ACCOUNT NUMBER

\$35.83

TOTAL AMOUNT YOU OWE

Dec 26, 2025

NEW CHARGES DUE BY

\$ Auto pay - DO NOT PAY

AMOUNT ENCLOSED



Customer Name:
PALMA SOLA TRACE
CDD

Account Number:
84373-03152

BILL DETAILS

Amount of your last bill	35.61
Payment received - Thank you	-35.61
Balance before new charges	\$0.00

New Charges

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS	
Base charge:	\$12.87
Minimum base bill charge:	\$0.62
Non-fuel: (\$0.096100 per kWh)	\$15.19
Fuel: (\$0.027180 per kWh)	\$4.29
Electric service amount	32.97
Gross receipts tax (State tax)	0.85
Franchise fee (Reqd local fee)	1.98
Taxes and charges	2.83
Regulatory fee (State fee)	0.03
Total new charges	\$35.83
Total amount you owe	\$35.83

FPL automatic bill pay - DO NOT PAY

METER SUMMARY

Meter reading - Meter AC07429. Next meter reading Jan 7, 2026.

Usage Type	Current	-	Previous	=	Usage
kWh used	18445		18287		158

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Dec 5, 2025	Nov 6, 2025	Dec 6, 2024
kWh Used	158	154	150
Service days	29	29	30
kWh/day	5	5	5
Amount	\$35.83	\$35.61	\$33.68

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.

Download the app

Get instant, secure access to outage and billing info from your mobile device.

Download now

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

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 # 13538
Date: 11/22/2025
Due On: 12/22/2025

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$492.50	+ \$2,513.00) - (\$0.00) = \$3,005.50

PALMA-01

Palma Sola Trace CDD - General

Type	Attorney	Date	Notes	Quantity	Rate	Discount	Total
Service	LG	10/01/2025	Review resolution setting hearing on updated rules of procedure and draft rules for agenda.	0.30	\$360.00	100.0%	\$0.00
Service	GR	10/01/2025	Review and revise Amended Rules of Procedure confer with District Manager regarding the same.	0.90	\$310.00	-	\$279.00
Service	CD	10/01/2025	Emails to and from District Staff; Revise Proposed Amended and Restated Rules; Finalize Amended and Restated Rules of Procedure.	0.50	\$190.00	-	\$95.00
Service	LG	10/01/2025	Update memo for Rules of Procedure updates; confer with Dyson regarding same.	0.20	\$360.00	-	\$72.00
Service	GR	10/02/2025	Confer with District	0.20	\$310.00	-	\$62.00

Management regarding October agenda items.							
Service	GR	10/10/2025	Review District management update.	0.10	\$310.00	-	\$31.00
Service	LG	10/14/2025	Prepare guidance memo regarding best practices for responding to public records requests.	0.10	\$360.00	-	\$36.00
Service	LG	10/16/2025	Review agenda and prepare for board meeting.	0.30	\$360.00	-	\$108.00
Service	GR	10/16/2025	Review agenda materials, including draft August meeting minutes, revised Fiscal Year 2026 Goals and Objectives, confer with District Manager regarding the same.	0.90	\$310.00	-	\$279.00
Service	JK	10/17/2025	Monitor and report on bills affecting special districts.	0.20	\$385.00	-	\$77.00
Service	LG	10/23/2025	Review engineer's materials for 3747 Summerwind Circle and 3767 Summerwind Circle; analyze legal issues related to same.	1.00	\$360.00	-	\$360.00
Service	LG	10/23/2025	Attend Board meeting.	1.50	\$360.00	-	\$540.00
Service	LG	10/27/2025	Provide copy of spending authority resolution and sample pond letter; review rulemaking notices.	0.50	\$360.00	-	\$180.00
Service	CD	10/27/2025	Finalize Notices of RuleMaking and Rule Development; Analyze District Website; Emails to and from District Staff regarding finalizing rules packages and documents.	0.50	\$190.00	-	\$95.00
Service	LG	10/28/2025	Provide information regarding public comment policy; provide information regarding action items from meeting.	0.20	\$360.00	-	\$72.00
Service	CD	10/28/2025	Emails to and from District Staff; Email Notices of Rulemaking and Rule	0.30	\$190.00	-	\$57.00

Development to District Manager.							
Service	GR	10/30/2025	Review status of ongoing projects.	0.30	\$310.00	-	\$93.00
Service	JK	10/31/2025	Analyze updates to impacts of open carry law and enforcement changes under Florida law; begin research on regulation changes to hunting and fishing laws on general CDD property.	0.20	\$385.00	-	\$77.00
Line Item Discount Subtotal							-\$108.00
Total							\$2,513.00

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 #
12/2/2025	INV0000105307

Bill To:

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

Services for the month of	Terms	Client Number
December	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 #
10/8/2025	2939

Bill To
Palma Sola Trace CDD c/o Avid Xchange P.O. Box 32414 Charlotte, NC 28232

		Terms	Project	
		Due on receipt	CDD Engineering Services	
Serviced	Description	Quantity	Rate	Amount
9/10/2025	Send street light map to electrician.	0.25	150.00	37.50
Please make checks payable to Schappacher Engineering Thank you for your business!			Total	\$37.50

Schappacher Engineering LLC

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

Invoice

Date	Invoice #
12/10/2025	2972

Bill To
Palma Sola Trace CDD c/o Avid Xchange P.O. Box 32414 Charlotte, NC 28232

Served	Description	Terms		Project	
		Quantity	Rate	Amount	
11/20/2025	Coordinate with CDD attorney for payments to vendor for wall repairs.	0.25	165.00	41.25	
Please make checks payable to Schappacher Engineering Thank you for your business!				Total	\$41.25



INVOICE

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

Invoice # INV-SN-1153
Invoice Date: 12/1/2025
Due Date: 12/31/2025
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
Subscription start: 10/1/2025		Subtotal: \$384.38
Subscription end: 9/30/2026		Tax Total:
		Total: \$384.38
		Amount Paid: \$0.00
Direct Deposit Instruction:	Amount Due:	\$384.38

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

Check Remittance:

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

Tab 5

From: Susan Kogge <susankoggecdd@gmail.com>

Sent: Sunday, December 28, 2025 12:20 PM

To: Rachel Welborn <RWelborn@rizzetta.com>

Subject: [EXTERNAL]Resignation

NOTICE: This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

This is my official notice that I am resigning my position on the CDD as of this day December 28, 2025.

My health is the reason for my resignation. It has been my pleasure to serve up to this point.

I'm sorry for the short notice.

Respectfully,

Susan Kogge

Margaret Ann Freed Experience

5840 N. Broadway Street, Indianapolis, Indiana 46220 317-257-7107

May 2013 to Present

Jan.2009
to May 2013

PharMEDium Services, LLC

Director - Midwest Area Sales and Training

PharMEDium Services, LLC

National Operating Room Manager

Hired, led and managed 8 Operating Room Specialists to cover the OR Service Line across the nation. Grew the new service line from \$ 2.9 million in sales to \$ 116 million during that period to become the largest of the four other service lines within the company. Worked closely with marketing, operations and customer service to grow the new and existing accounts. Provided updates on the growth monthly to senior management and to the board of directors. Developed several programs as v value added services for our customers. Those include but are not limited to an Anesthesia Tray Exchange Program as well as a Work Flow Analysis of the Operating Room. These programs were the catalyst for the unbelievable growth.

Nov. 2004 to January 2009

Baxter Healthcare Corporation, Medication Delivery Division, Global Anesthesia and Critical Care

Regional Sales Manager

Lead and manage the Indianapolis Region, which consists of 9 Territory Managers located throughout Indiana, Illinois, Michigan and Wisconsin. Responsible for the strategic and tactical execution of sales activity within the Region to meet and exceed sales budgets for a vast portfolio of Anesthesia and Critical Care Pharmaceutical products. Total sales generated by the Region total over 30 million dollars annually. The

Region has provided sales growth of an average of 10% annually since 2004. Additional responsibilities include providing sales support to key IDN's located within the Region to maximize contract compliance to GPO contracts as well as to generate additional sales growth opportunities through the development of long term relationships with key stake holders in the IDN. Responsible for managing expense budgets of \$200,000.00 annually and to measure the sales growth return of those dollars spent. Work closely with marketing and sales support groups to maximize current as well as future product and sales opportunities. Responsible for the hiring as well as the training and development of new and existing Territory Managers.

**Baxter Healthcare Corporation, Medication Delivery Division,
Anesthesia**

Manager, Sales Training and Professional Development

Manage the Sales Training and Professional Development activity for the Anesthesia and Critical Care Business Unit. Managed one full time Trainer and 20 National Field Trainers. Led the development and implementation of the Training Curriculum for over 300 Sales Representatives and Region Managers, which included courses on leadership, coaching, selling skills and clinical pharmacology. Developed and successfully implemented a Management Development Curriculum in 2002. Worked in a matrix organization to provide quality training programs and services. Worked with Pharma and Device Marketing groups to develop and provide training for all products and new product launches resulting in year over year growth of 19.3% in lead product. Responsible for the organization and implementation of the annual National Sales Meeting and for quarterly Plan of Action Meetings.

May 2001
to Nov. 2004

May 1994
to May 2001

July 1990
to May 1994

Feb. 1988
to July 1990

Sep. 1983
to Jan. 1988

Baxter Healthcare Corporation, I.V. Systems Division, Anesthesia

Senior Territory Manager, National Field Sales Trainer

Provide Sales and Territory Management for Central and Northern Indiana. Promote a variety of Anesthesia related products and services. Met or exceeded sales budget 1995 – 2000. Trip winner 1996, 1999, 2000 (top 20% of sales force). Regional Trainer 1996 to 1999. Promoted to Level 3 Senior Territory Manager in 1999. Promoted to National Field Sales Trainer in 1999.

Imed Corporation

District Manager

Provide Sales and Territory Management for the Southern Indiana territory. Promoted Imed Corporation's IV Infusion Systems. Winner of Sales Training Most Valuable Player Award. Met or exceeded budget each year. President's Club Award Winner 1991, 1992, and 1993 (top 5% of sales force).

Lederle Laboratories

Sales Representative

Conducted Sales and Territory Management for Indianapolis territory. Promoted a variety of products to hospital and office based physicians. Gold Cup Trip Winner 1989 (top 10% of sales force). Field Trainer 1989 to 1990.

Steelcase, Inc.

Human Resource Training and Development Consultant

Provided training and development resources for the Steelcase Manufacturing Division. Conducted Skills Assessment and Feedback sessions with management candidates. Participated in and conducted a variety of skills based training programs:

- Wilson Learning's Leadership Management
- Alamo Learning's Problem Solving
- Blanchard & Associate's Situational Leadership

- Stress Management

Education University of Kansas, Lawrence, Kansas

B.S. in Health Education and Biology, 1981

References Available upon request

Tab 6

PRODUCER	PHONE (A/C, No, Ext): (321) 233-9939 FAX (A/C, No):	COMPANY Florida Insurance Alliance	UNDERWRITER
Egis Insurance <input type="checkbox"/> Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746	APPLICANT NAME - INCLUDE ALL SUBSIDIARIES & DBA'S TO BE INCLUDED IN COVERAGE, ALONG WITH THEIR FEIN Palma Sola Trace Community Development District		
Mailing Address (Including Zip Code) - Include Principal Physical Location and All Insured Entities c/o Rizzetta <input type="checkbox"/> Company Tampa FL 33164		CHECK HERE IF LIST OF ADDITIONAL LOCATIONS ATTACHED 3434 Colwell Ave, Suite 200 FL 33164	
LICENSE #:	YRS IN BUS	SIC CODE	INDIVIDUAL <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER: <input type="checkbox"/>
CODE:	SUB CODE:		PARTNERS <input type="checkbox"/> IP <input type="checkbox"/> SUBCHAPTER <input type="checkbox"/> CORP <input type="checkbox"/>
AGENCY CUSTOMER ID 00000499	FEDERAL EMPLOYER ID NUMBER 113735881	NCCI ID NUMBER	OTHER RATING BUREAU ID NUMBER

STATUS OF SUBMISSION		BILLING / AUDIT INFORMATION			
<input checked="" type="checkbox"/> QUOTE	<input type="checkbox"/> ISSUE POLICY	BILLING PLAN	PAYMENT PLAN		AUDIT
		<input checked="" type="checkbox"/> AGENCY BILL	<input checked="" type="checkbox"/> ANNUAL	<input type="checkbox"/> PREM FINANCED	<input type="checkbox"/> AT EXPIRATION
		<input type="checkbox"/> DIRECT BILL	<input type="checkbox"/> SEMI-ANNUAL	<input type="checkbox"/> OTHER:	<input type="checkbox"/> MONTHLY
			<input type="checkbox"/> QUARTERLY	% DOWN:	<input type="checkbox"/> OTHER:
				<input type="checkbox"/> QUARTERLY	

LOCATIONS - LIST ALL PHYSICAL LOCATIONS, INCLUDING OTHER STATES, WHETHER COVERAGE IS REQUESTED OR NOT. IF APPLICANT IS A PROFESSIONAL EMPLOYER ORGANIZATION (PEO) / EMPLOYEE LEASING COMPANY, LIST ALL CLIENT COMPANIES AND THEIR LOCATIONS

#	STREET, CITY, COUNTY, STATE, ZIP CODE
1	71st St West Bradenton FL 34209

PROPOSED EFF DATE 12/19/2025	PROPOSED EXP DATE 10/01/2026	NORMAL ANNIVERSARY RATING DATE	PARTICIPATING <input type="checkbox"/> NON-PARTICIPATING <input type="checkbox"/>	RETRO PLAN
PART 1 - WORKERS COMPENSATION (States) FL	PART 2 - EMPLOYER'S LIABILITY \$ 1,000,000 EAC <input type="checkbox"/> ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EAC <input type="checkbox"/> EMPLOYEE	PART 3 - OTHER STATES INS	DEDUCTIBLE	OTHER COVERAGES <input type="checkbox"/> U.S.L. <input type="checkbox"/> <input type="checkbox"/> VOLUNTARY COMPENSATION
DIVIDEND PLAN / SAFETY GROUP	ADDITIONAL COMPANY INFORMATION			

RATING INFORMATION			CHECK HERE IF LIST OF ADDITIONAL CLASS CODES ATTACHED					
LOC	CLASS CODE	COMPANY USE	CATEGORIES, DUTIES, CLASSIFICATIONS	# OF EMPLOYEES	ACTUAL REMUNERATION PAST 12 MONTHS	ESTIMATED REMUNERATION FOR NEXT POLICY PERIOD	RATE	ESTIMATED ANNUAL PREMIUM
	9015		Building or Property Management - All Other Employees			3,600	2.68000	\$96.48

SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS Surcharges are for TRIA charge		FACTOR	FACTORED PREMIUM
	TOTAL		\$
	Increased ELL 1M/1M/1M		\$ 120.00
	Terrorism		\$ 0.36
	EXPERIENCE MODIFICATION		\$
	MODIFIED PREMIUM		\$
	PREMIUM DISCOUNT		\$
	EXPENSE CONSTANT	N/A	\$ 160.00
	TOTAL ESTIMATED ANNUAL PREMIUM		\$ 850.00
	MINIMUM PREMIUM	DEPOSIT PREMIUM	\$ 667.00

INDIVIDUALS INCLUDED / EXCLUDED

PARTNERS, OFFICERS, OWNERS TO BE INCLUDED OR EXCLUDED. (REMUNERATION TO BE INCLUDED MUST BE PART OF RATING INFORMATION SECTION.) ATTACH LIST OF ADDITIONS/EXEMPTIONS, IF ANY. PROVIDE COPIES OF EVIDENCE OF EXCLUSIONS/INCLUSIONS. DISCLOSURES OF THE SOCIAL SECURITY NUMBERS IS VOLUNTARY. AS AN ALTERNATIVE, ATTACH A COPY OF EXEMPTION OR INCLUSION FORM FILED WITH THE STATE OF FLORIDA.

#	NAME	DATE OF BIRTH	SOCIAL SECURITY #	TITLE / RELATIONSHIP	OWNR-SHP %	DUTIES	INC / EXC	CLASS CODE	REMUNERATION
1									
2									
3									

PRIOR CARRIER INFORMATION / LOSS HISTORY

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS

YEAR	CARRIER & POLICY NUMBER	ACTUAL/AUDITED PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE	LOSS RUN ATTACHED
	CO: POL #:						
	CO: POL #:						
	CO: POL #:						
	CO: POL #:						
	CO: POL #:						

NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS

GIVE COMMENTS AND DESCRIPTIONS OF ALL BUSINESSES, OPERATIONS AND PRODUCTS (INCLUDING OTHER STATES): MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS. IF CONTRACTOR, PROVIDE LICENSE NUMBER.

PROFESSIONAL EMPLOYER ORGANIZATION (PEO) / EMPLOYEE LEASING COMPANY TEMPORARY EMPLOYMENT SERVICE

Commercial Development District

EMPLOYEES - ATTACH A LIST OF ADDITIONAL EMPLOYEE NAMES

NAME	CLASS CODE	SOCIAL SECURITY #	NAME	CLASS CODE	SOCIAL SECURITY #

ATTACH THE LAST FOUR (4) EMPLOYERS QUARTERLY REPORTS OR IRS FORM 941. PLEASE EXPLAIN IF THE EMPLOYERS QUARTERLY REPORTS OR 941 IS NOT AVAILABLE. DISCLOSURE OF THE SOCIAL SECURITY NUMBERS IS VOLUNTARY. AS AN ALTERNATIVE, THE LATEST EMPLOYERS QUARTERLY REPORT WITH CLASS CODES ADDED CAN BE USED IN LIEU OF A SEPARATE LISTING OF EMPLOYEE NAMES, SOCIAL SECURITY NUMBER AND CLASS CODE. ANY EMPLOYEES NOT ON THE EMPLOYERS QUARTERLY REPORT SHOULD BE SHOWN SEPARATELY.

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	YES	NO	EXPLAIN ALL "YES" RESPONSES	YES	NO
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT		<input checked="" type="checkbox"/>	16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE		<input checked="" type="checkbox"/>
2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCARDING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL (e.g. landfills, wastes, fuel tanks, etc)		<input checked="" type="checkbox"/>	17. ANY OTHER INSURANCE WITH THIS INSURER	<input checked="" type="checkbox"/>	
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET		<input checked="" type="checkbox"/>	18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED (Last 3 years)		<input checked="" type="checkbox"/>
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER		<input checked="" type="checkbox"/>	19. ARE EMPLOYEE HEALTH PLANS PROVIDED		<input checked="" type="checkbox"/>
5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS		<input checked="" type="checkbox"/>	20. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS / SUBSIDIARY		<input checked="" type="checkbox"/>
6. ARE SUB-CONTRACTORS AND/OR INDEPENDENT CONTRACTORS USED		<input checked="" type="checkbox"/>	21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS		<input checked="" type="checkbox"/>
7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INS.		<input checked="" type="checkbox"/>	22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME		<input checked="" type="checkbox"/>
8. IS A FORMAL SAFETY PROGRAM IN OPERATION		<input checked="" type="checkbox"/>	23. WHAT ARE YOUR ESTIMATED ANNUAL REVENUES \$		
9. ANY GROUP TRANSPORTATION PROVIDED		<input checked="" type="checkbox"/>	24. IS THERE ANY CURRENT OR ANTICIPATED DEBT FOR UNPAID PREMIUMS OWED TO ANY PREVIOUS WORKERS' COMPENSATION PROVIDER		
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE		<input checked="" type="checkbox"/>	CONTACT INFORMATION		
11. ANY PART TIME OR SEASONAL EMPLOYEES		<input checked="" type="checkbox"/>	INSPECTION	PONE: (813)769-6585 x6585	
12. IS THERE ANY VOLUNTEER OR DONATED LABOR	<input checked="" type="checkbox"/>		NAME: Rachel Welborn		
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS		<input checked="" type="checkbox"/>	ACCTNG RECORD	PONE: (813)769-6585 x6585	
14. DO EMPLOYEES TRAVEL OUT OF STATE		<input checked="" type="checkbox"/>	NAME: Rachel Welborn		
15. ARE ATHLETIC TEAMS SPONSORED		<input checked="" type="checkbox"/>	CLAIMS INFO	PONE: (813)769-6585 x6585	
			NAME: Rachel Welborn		
REMARKS					

THE FILING OF AN APPLICATION CONTAINING FALSE, MISLEADING, OR INCOMPLETE INFORMATION PROVIDED WITH THE PURPOSE OF AVOIDING OR REDUCING THE AMOUNT OF PREMIUMS FOR WORKERS' COMPENSATION COVERAGE IS A FELONY OF THE THIRD DEGREE, PUNISHABLE AS PROVIDED IN S. 775.082, S. 775.083, OR S. 775.084.

I UNDERSTAND THAT AS THE EMPLOYER, I MUST UPDATE THE APPLICATION MONTHLY TO REFLECT ANY CHANGE IN THE REQUIRED APPLICATION INFORMATION; (THE FLORIDA WORKERS COMPENSATION CHANGE SHEET WILL BE USED FOR THIS PURPOSE.)

IF I FILE AN APPLICATION OR APPLICATION UPDATE CONTAINING FALSE, MISLEADING, OR INCOMPLETE INFORMATION WITH THE PURPOSE OF AVOIDING OR REDUCING THE AMOUNT OF PREMIUMS FOR WORKERS COMPENSATION COVERAGE IT IS A FELONY OF THE THIRD DEGREE OR AS OTHERWISE PUNISHABLE AS PROVIDED UNDER THE LAW.

I SHALL SUBMIT TO THE CARRIER, A COPY OF THE EMPLOYERS QUARTERLY REPORT AND SELF-AUDITS SUPPORTED BY THE EMPLOYERS QUARTERLY REPORT, AS REQUIRED BY CHAPTER 443, AT THE END OF EACH QUARTER. IF I OMIT THE NAME OF AN EMPLOYEE FROM THIS EMPLOYERS QUARTERLY REPORT, FLORIDA STATUTES STATE THAT I WILL REMAIN LIABLE AND WILL REIMBURSE THE CARRIER FOR ANY WORKERS COMPENSATION BENEFITS PAID TO THIS OMITTED EMPLOYEE;

I AGREE TO MAKE AVAILABLE, ALL RECORDS NECESSARY FOR THE PAYROLL VERIFICATION AUDIT AND PERMIT THE AUDITOR TO MAKE A PHYSICAL INSPECTION OF OUR OPERATIONS. I UNDERSTAND FAILURE TO DO THIS SHALL RESULT IN A \$500 PAYMENT TO THE CARRIER TO DEFRAY THE COST OF THE AUDITS;

THAT, IN ACCORDANCE WITH FLORIDA STATUTES 440.381(6), IF I (WE) UNDERSTATE OR CONCEAL PAYROLL, OR MISREPRESENT OR CONCEAL EMPLOYEE DUTIES SO AS TO AVOID PROPER CLASSIFICATION FOR PREMIUM CALCULATIONS, OR MISREPRESENT OR CONCEAL INFORMATION PERTINENT TO THE COMPUTATION AND APPLICATION OF AN EXPERIENCE RATING MODIFICATION FACTOR, I (WE) SHALL PAY A PENALTY OF TEN (10) TIMES THE AMOUNT OF THE DIFFERENCE IN PREMIUM PAID AND THE AMOUNT I (WE) SHOULD HAVE PAID, AND REASONABLE ATTORNEY'S FEES.

FORMER NAMES AND OWNERS

FOR THE LAST 5 YEARS, LIST THE CURRENT BUSINESS NAME AND ANY FORMER NAMES OR PREDECESSOR COMPANIES FOR ALL COMPANIES TO BE COVERED BY THE POLICY. INCLUDE THE FEIN FOR EACH COMPANY.

FOR EACH COVERED COMPANY, LIST ANY CURRENT OWNER WHO HAS MORE THAN 5% OWNERSHIP INTEREST. FOR EACH COVERED COMPANY OR PREDECESSOR COMPANY, LIST ANY OWNER WHO HAD MORE THAN 5% OWNERSHIP INTEREST IN THE LAST 5 YEARS.

OWNERSHIP / COMBINABILITY

DOES THIS BUSINESS OR ANY OF THE OWNERS OF THIS BUSINESS, EITHER INDIVIDUALLY OR IN COMBINATION WITH OTHER OWNERS OF THIS BUSINESS, OWN MORE THAN 50% OF ANY OTHER BUSINESS, WHICH OPERATED AT ANY TIME DURING THE FIVE YEARS PRIOR TO THIS APPLICATION

YES NO

OR, DOES THIS BUSINESS OWN A MAJORITY INTEREST IN ANOTHER ENTITY, WHICH IN TURN OWNS A MAJORITY INTEREST IN ANY ENTITY THAT OPERATED AT ANY TIME IN THE FIVE YEARS PRIOR TO THIS APPLICATION

YES NO

IF THE ANSWER TO EITHER OF THE ABOVE QUESTIONS IS YES, COMPLETE THE FOLLOWING SUPPLEMENTAL OWNERSHIP / COMBINABILITY QUESTIONS:

1. IDENTIFY BY NAME, ADDRESS, AND FEIN EACH BUSINESS WHICH IS RELATED BY COMMON OWNERSHIP TO THE APPLICANT BUSINESS.
2. SET FORTH THE DATES EACH BUSINESS WAS IN OPERATION, THE INSURANCE COMPANY THAT PROVIDED WORKERS' COMPENSATION INSURANCE, THE POLICY NUMBER AND THE EXPERIENCE MODIFICATION FACTOR APPLIED TO EACH SUCH POLICY.
3. IF THE POLICY WAS WRITTEN WITHOUT AN EXPERIENCE MODIFICATION FACTOR, PLEASE STATE.

THE APPLICANT HEREBY AUTHORIZES AND REQUESTS EACH RATING ORGANIZATION WITH EXPERIENCE RATING INFORMATION RELATED TO THE APPLICANT AND THE BUSINESS SET FORTH ABOVE TO RELEASE SUCH INFORMATION TO THE INSURER, FWCJUA, OR OTHER RATING ORGANIZATION SO THAT THE CORRECT EXPERIENCE MODIFICATION FACTOR CAN BE DETERMINED.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE STATEMENTS AND PERSONALLY SWEAR THAT THE INFORMATION CONTAINED IN THE APPLICATION IS ACCURATE. THAT I, AS AN OWNER / OFFICER, AM FULLY AUTHORIZED TO SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT AND TO BIND THE APPLICATION.

AS AGENT / PRODUCER I HEREBY ATTEST THAT I HAVE GIVEN THE APPLICANT/SIGNATORY THE OPPORTUNITY TO READ THE APPLICATION AND I HAVE EXPLAINED ANY AND ALL QUESTIONS REGARDING THE APPLICATION. I ALSO ATTEST THAT I HAVE EXPLAINED TO THE EMPLOYER OR OFFICER THE CLASSIFICATION CODES THAT ARE USED FOR PREMIUM CALCULATIONS PURSUANT TO SECTION 440.381 (2), FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

OWNER / OFFICER SIGNATURE

DATE

PRODUCER'S SIGNATURE

DATE

12/19/2025

PRINT NAME



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Workers Compensation

Palma Sola Trace Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Quotation being provided for:

Palma Sola Trace Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: December 19, 2025 to October 1, 2026
Coverage Provided by: Florida Insurance Alliance
Quote Number: WC100125635

TYPE OF INSURANCE

Part A	Workers Compensation <ul style="list-style-type: none"> • Benefits: FL Statutory (Medical, Disability, Death)
Part B	Employers Liability: <ul style="list-style-type: none"> • \$1,000,000- Each Accident • \$1,000,000- Disease- Policy Limit • \$1,000,000- Disease- Each Employee

Class Code	Description	Payroll	Rate	Premium
9015	Building or Property Management--All Other Employees	\$3,600	2.68	\$96.48
Total Manual Premium				\$96.48
Increased ELL 1M/1M/1M				\$120.00
				\$216.48
Workplace Safety Credit – 2%				\$0.00
Drug Free Workplace Credit – 5%				\$0.00
Experience Modification				1.000000
Standard Premium				\$216.48
Expense Constant				\$160.00
Terrorism				\$0.36
Policy Total				\$667.00

Additional terms and conditions, including but not limited to:

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages.
2. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
3. Down payment is due at inception.
4. The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees.
5. If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
6. Safety and Drug Free program credits (if applicable) are subject to program requirements.
7. Payrolls are subject to final audit.
8. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.

Tab 7



Quarterly Compliance Audit Report

Palma Sola Trace

Date: December 2025 - 4th Quarter

Prepared for: Matthew Huber

Developer: Rizzetta

Insurance agency:



Preparer:

Susan Morgan - *SchoolStatus Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

Table of Contents

Compliance Audit

Overview	2
<i>Compliance Criteria</i>	2
<i>ADA Accessibility</i>	2
Florida Statute Compliance	3
Audit Process	3

Audit results

ADA Website Accessibility Requirements	4
Florida F.S. 189.069 Requirements	5

Helpful information:

Accessibility overview	6
ADA Compliance Categories	7
Web Accessibility Glossary	11

Compliance Audit Overview

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

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

Compliance Criteria

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



ADA Website Accessibility

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



Florida Statute Compliance

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

Audit Process

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

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

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



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

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

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



Florida F.S. 189.069 Requirements

Result: **PASSED**

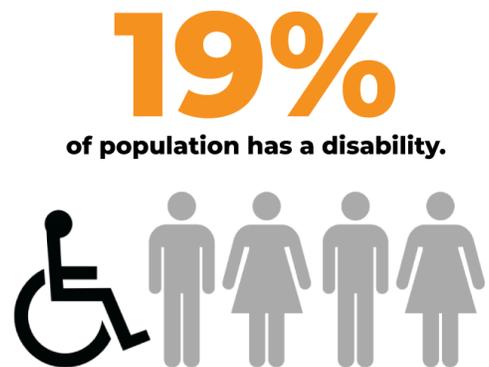
Compliance Criteria

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

Accessibility overview

Everyone deserves equal access.

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



Sight, hearing, physical, cognitive.

The legal and right thing to do

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



ADA Compliance Categories

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



Contrast and colors

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

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



Using semantics to format your HTML pages

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



Text alternatives for non-text content

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

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



Ability to navigate with the keyboard

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

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

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



Easy to navigate and find information

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

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



Properly formatting tables

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

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



Making PDFs accessible

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

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



Making videos accessible

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

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



Making forms accessible

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

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



Alternate versions

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



Feedback for users

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



Other related requirements

No flashing

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

Timers

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

Fly-out menus

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

No pop-ups

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

Web Accessibility Glossary

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

Tab 8



MEMORANDUM

To: Board of Supervisors; District Staff
From: Kilinski | Van Wyk PLLC
Date: September 1, 2025
Re: Updated Provisions of the District’s Rules of Procedure

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

Business Hours

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

Public Meetings, Hearings, and Workshops

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

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

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

Notice of Rule Development

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



Notices of Rulemaking

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

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

Petitions to Initiate Rulemaking

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

Emergency Rule Adoption

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

Rule Variances

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

Competitive Purchases

Rule 3.0(3) was revised to incorporate the recent legislative change that prohibits the District from penalizing a bidder for performing a larger volume of construction work for the District or rewarding a bidder for performing a smaller volume of construction work for the District on a public works project as defined in Section 255.0992, *Florida Statutes*. A public works project is defined as “an activity that is paid for with any local or state-appropriated funds and that consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any political subdivision.” A public works project does 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.

Tab 9

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; AND PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 26th day of February 2026.

ATTEST:

**PALMA SOLA TRACE
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A
Rules of Procedure

**RULES OF PROCEDURE
PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT
EFFECTIVE AS OF FEBRUARY 26, 2026**

TABLE OF CONTENTS

<u>Rule 1.0</u>	<u>General</u>	4
<u>Rule 1.1</u>	<u>Board of Supervisors; Officers and Voting</u>	5
<u>Rule 1.2</u>	<u>District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination</u>	9
<u>Rule 1.3</u>	<u>Public Meetings, Hearings, and Workshops</u>	12
<u>Rule 1.4</u>	<u>Internal Controls to Prevent Fraud, Waste and Abuse</u>	17
<u>Rule 2.0</u>	<u>Rulemaking Proceedings</u>	18
<u>Rule 3.0</u>	<u>Competitive Purchase</u>	24
<u>Rule 3.1</u>	<u>Procedure Under the Consultants' Competitive Negotiations Act</u>	29
<u>Rule 3.2</u>	<u>Procedure Regarding Auditor Selection</u>	33
<u>Rule 3.3</u>	<u>Purchase of Insurance</u>	37
<u>Rule 3.4</u>	<u>Pre-qualification</u>	39
<u>Rule 3.5</u>	<u>Construction Contracts, Not Design-Build</u>	45
<u>Rule 3.6</u>	<u>Construction Contracts, Design-Build</u>	49
<u>Rule 3.7</u>	<u>Payment and Performance Bonds</u>	54
<u>Rule 3.8</u>	<u>Goods, Supplies, and Materials</u>	55
<u>Rule 3.9</u>	<u>Maintenance Services</u>	59
<u>Rule 3.10</u>	<u>Contractual Services</u>	62
<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>	63

[Rule 4.0](#) [Effective Date](#) 66

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 volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Ruben Durand, Rizzetta & Company, Inc., 2700 S. Falkenburg Drive, Suite 2745, Riverview, FL 33578; Email: rdurand@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. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

1. Financial Report
 2. Approval of Expenditures
- Supervisor's requests and comments
Public comment
Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable 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 seven (7) days before the notice of rulemaking described in Section 2.0(3), infra., and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

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

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

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

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

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

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

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

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

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

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

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

Rule 3.0 Competitive Purchase.

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

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

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

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

- (o) “Request for Proposals” or “RFP” is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

place for submitting proposals.

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

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

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

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

Rule 3.3 Purchase of Insurance.

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

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

(4) Reapplication and Reinstatement

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

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

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

(5) Emergency Suspension and Revocation

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

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

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

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

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

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

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

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

(1) Filing.

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

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

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

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

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

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

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

Rule 4.0 Effective Date.

These Rules shall be effective February 26, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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