

TRAILS COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

*Tuesday
September 15, 2026
6:30 p.m.*

*Location:
Winchester Ridge Amenity Center,
15431 Spotted Stallion Trail,
Jacksonville, FL 32234*

*Note: The Advanced Meeting Package is a working document and thus all materials are considered **DRAFTS** prior to presentation and Board acceptance, approval, or adoption.*

Trails

Community Development District

250 International Parkway, Suite 208
Lake Mary, FL 32746
(904) 386-0186

Board of Supervisors
Trails Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Trails Community Development District is scheduled for **Tuesday, September 15, 2026, at 6:30 p.m.** at the **Winchester Ridge Amenity Center, 15431 Spotted Stallion Trail Jacksonville, FL 32234.**

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact me at (904) 386-0186 or Howard@cddmanagers.com. We look forward to seeing you at the meeting.

Sincerely,

Howard McGaffney

Howard McGaffney
District Manager

Cc: Attorney
Engineer
District Records

Trails Community Development District

Meeting Date: Tuesday, September 15, 2026

Time: 6:30 PM

Location: Winchester Ridge Amenity Center, 15431 Spotted Stallion Trail
Jacksonville, FL 32234.

Revised Agenda

- I. Roll Call**
- II. Audience Comments** – *(limited to 3 minutes per individual for agenda items)*
- III. Presentation of Proof of Publication(s)** [Exhibit 1](#)
[Pgs. 6-8](#)
- IV. Public Hearing – Revised Rules of Procedure**
 - A. Open the Public Hearing
 - B. Presentation of Revised Rules of Procedure [Exhibit 2](#)
 - 1. **Summary of Revisions** [Exhibit 2A](#)
[Pgs. 11-12](#)
 - 2. **Redlined Revised Rules of Procedure** [Exhibit 2B](#)
[Pgs. 14-88](#)
 - 3. **Clean Revised Rules of Procedure** [Exhibit 2C](#)
[Pgs. 90-160](#)
 - C. Open the Public Comments
 - D. Close the Public Hearing
 - E. Consideration & Adoption of **Resolution 2026-10**, Adopting Revised Rules of Procedure [Exhibit 3](#)
[Pgs. 162-163](#)
- V. Consent Agenda**
 - A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on July 14, 2026 [Exhibit 4](#)
[Pgs. 165-169](#)
 - B. Consideration for Acceptance – The June 2026 Unaudited Financial Statements [Exhibit 5](#)
[Pgs. 171-180](#)
 - C. Consideration for Acceptance – The June 2026 Operation & Maintenance Expenditures [Exhibit 6](#)
[Pgs. 182-247](#)
 - D. Consideration for Acceptance – The July 2026 Unaudited Financial Statements [Exhibit 7](#)
[Pgs. 249-258](#)
 - E. Consideration for Acceptance – The July 2026 Operation & Maintenance Expenditures [Exhibit 8](#)
[Pgs. 260-286](#)
- VI. Business Items**
 - A. Consideration of Acree Engineering Pond Bank Erosion Rehabilitation Proposal - \$7,500.00 [Exhibit 9](#)
[Pgs. 288-292](#)

VII. Discussion Topics

- A. Adjacent Development – Stormwater System
- B. Fence Variance/Easement Policy
- C. Permanent Outdoor Lighting – Amenity Center

VIII. Staff Reports

- A. **Operations Manager**
- B. District Engineer
- C. District Counsel
- D. District Manager

Exhibit 10

Pg. 294

IX. Supervisors' Requests

X. Audience Comments *(limited to 3 minutes per individual for non-agenda items)*

XI. Next Meeting Quorum Check: October 6 at 6:00 PM

Terence Douglas	☐ IN PERSON	☐ REMOTE	☐ NO
Chantel Douglas	☐ IN PERSON	☐ REMOTE	☐ NO
Emilio Gonzalez	☐ IN PERSON	☐ REMOTE	☐ NO
Corina Buck	☐ IN PERSON	☐ REMOTE	☐ NO
Richard Bergeron	☐ IN PERSON	☐ REMOTE	☐ NO

XII. Adjournment

EXHIBIT 1

**NOTICE OF RULE
DEVELOPMENT BY THE
TRAILS COMMUNITY
DEVELOPMENT DISTRICT**

In accordance with Chapters 120 and 190, *Florida Statutes*, the Trails Community Development District ("**District**") hereby gives notice of its intention to develop revised Rules of Procedure to govern the operations of the District. The proposed rule number is 2026-01.

The revised Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rule-making proceedings, competitive purchase including procedure under the Consultants' Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the revised Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The specific grant of rulemaking authority for the adoption of the proposed revised Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, *Florida Statutes*. The specific laws implemented in the proposed revised Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 120.54, 120.542, 120.5435, 120.56, 120.69, 120.81, 189.053, 189.069, 190.006, 190.007, 190.008, 190.011, 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.012, 286.0113, 286.0114, 287.017, 287.055, and 287.084, *Florida Statutes*.

A copy of the proposed revised Rules of Procedure and the related incorporated documents, if any, may be obtained by contacting the District Manager, c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, (321) 263-0132 (the "**District Manager's Office**").

Howard McGaffney,

District Manager

The Trails

Community Development District

Aug. 6

00 (26-04614D)

**NOTICE OF RULEMAKING
REGARDING THE REVISED
RULES OF PROCEDURE OF
THE TRAILS COMMUNITY
DEVELOPMENT DISTRICT**

In accordance with Chapters 120 and 190, *Florida Statutes*, the Trails Community Development District (the “**District**”) hereby gives the public notice of its intent to adopt its proposed revised Rules of Procedure (the “**Proposed Rule**”). The Proposed Rule number is 2026-01. Prior notice of rule development relative to the Proposed Rule was published in the Jax Daily Record on August 6, 2026.

A public hearing will be conducted by the Board of Supervisors (the “**Board**”) District on **September 15, 2026, at 6:30 p.m. at Winchester Ridge Amenity Center, 15431 Spotted Stallion Trail Jacksonville, FL 32234** relative to the adoption of the Proposed Rule. Pursuant to Sections 190.011(5) and 190.012(3), *Florida Statutes*, the Proposed Rule will not require legislative ratification.

The summary of, purpose and effect of the revised Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The specific grant of rulemaking authority for the adoption of the Proposed Rule includes Sections 190.011(5), 190.011(15) and 190.035, *Florida Statutes*. The specific laws implemented in the Proposed Rule include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 120.54, 120.542, 120.5435, 120.56, 120.69, 120.81, 189.053, 189.069, 190.006, 190.007, 190.008, 190.011, 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.012, 286.0113, 286.0114, 287.017, 287.055, and 287.084, *Florida Statutes*.

A statement of estimated regulatory costs, as defined in Section 120.541(2), *Florida Statutes*, has

not been prepared relative to the Proposed Rule. Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), *Florida Statutes*, must do so in writing within twenty one (21) days after publication of this notice to the District Manager’s Office.

For more information regarding the public hearing, the Proposed Rule, or for a copy of the Proposed Rule and the related incorporated documents, if any, please contact the District Manager c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, (321) 263-0132, howard@cddmanagers.com (the “**District Manager’s Office**”).

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the public hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this public hearing because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the public hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1 800-955-8770 for aid in contacting the District Manager’s Office. Howard McGaffney,
District Manager
The Trails Community
Development District
Aug. 13 00 (26-04868D)

**TRAILS COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF BOARD
OF SUPERVISORS
REGULAR MEETING**

Notice is hereby given that a regular meeting of the Board of Supervisors of the Trails Community Development District (the “**District**”) will be held on Tuesday, September 15, 2026, at 6:30 p.m. at Winchester Ridge Amenity Center, 15431 Spotted Stallion Trail Jacksonville, FL 32234. The purpose of the meeting is to discuss any topics presented to the board for consideration.

Copies of the agenda may be obtained from the District Manager, Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, Telephone (904) 386-0186.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued in progress without additional notice to a date, time, and place to be specified on the record at the meeting. There may be occasions when Staff and/or Supervisors may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the meeting is asked to advise the District Manager’s office at least forty-eight (48) hours before the meeting by contacting the District Manager at (904) 386-0186. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, for assistance in contacting the District Manager’s office.

A person who decides to appeal any decision made at the meeting, with respect to any matter considered at the meeting, is advised that a record of the proceedings is needed 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.

**Trails Community
Development District**

Howard McGaffney,
District Manager
(904) 386-0186

Sep. 3

00 (26-05350D)

[Return to Agenda Pg. 1](#)

EXHIBIT 2

EXHIBIT 2A

Summary of Revisions to Rules of Procedure

Board governance rules were revised to add an express mandatory-voting provision

A present board member may not abstain from an official act except where a conflict exists or appears to exist under the cited ethics laws.

Expansion of public meeting notice requirements

Revise the standard for what qualifies as a newspaper of general circulation, tie annual meeting notices to Chapter 50 standards, and add a requirement to post the date, time, and place of each meeting, hearing, or workshop on the district website at least seven days in advance.

Broadening of budget amendment authority

Currently, the annual budget can be amended only by board action; the revised rules also permit amendment as provided in the resolution approving the budget.

Substantial overhaul of rulemaking procedures

The current rules contain a shorter process focused on notice, hearings, petitions, emergency rules, and challenges; the revised rules add detailed standards for what a rule must contain, statements of estimated regulatory costs, expanded notice content, timing rules, rule corrections and substantive changes, withdrawal procedures, website postings, rulemaking records, and more detailed challenge procedures.

Addition of formal procedures for withdrawal and correction of rules

These include withdrawal if adoption deadlines are missed, publication of withdrawal notices, quarterly website postings for delayed rulemaking notices, and a revised multi-year review process for existing rules with annual reports and completion deadlines.

Expansion of emergency rule procedures

The revised rules require website posting, specify required contents of emergency notices, set rules for duration and renewal, permit superseding emergency rules, allow technical corrections, and provide a repeal notice process.

Expansion of challenges to rules and post-protest review rights

The revised rules add more detailed deadlines and burdens for rule challenges and expressly provide for judicial review of final protest decisions in the county where the district is located.

Broadening of auditor-selection procedures

The revised rules expressly allow the district, for audits required under Chapter 189 but not meeting Chapter 218 thresholds, to proceed outside the formal auditor-selection procedures; they also expressly allow proposals to be submitted electronically or by hard copy and clarify that proposals need not be publicly opened at the submission deadline.

Modernization of notice and award procedures allowing electronic and website-based notice

Across consultant selection, auditor selection, prequalification, construction, design-build, goods, and maintenance services, the revised rules permit notice by e-mail with delivery/read receipt and, if authorized in the solicitation, website posting of intent-to-award notices.

Revisions to construction and purchasing provisions

The revised rules refer more consistently to counties rather than a single county or the district, and to allow e-mail notice in place of facsimile in several procurement steps. This change affects solicitation publication and direct notice procedures across prequalification, construction, design-build, goods, and maintenance procurement.

Tightening of bonding requirements for public works contracts

The current rule states that the board “should require” a payment and performance bond for covered contracts over \$200,000; the revised rule states that the board “shall require” such bond or other acceptable surety.

EXHIBIT 2B

RULES OF PROCEDURE
THE TRAILS COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-

EFFECTIVE AS OF MARCH 10, 2020, 2026

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Rule -1.0 General.

- (1) The Trails Community Development District ~~“(the “~~**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 ~~“(the “~~**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 e~~-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (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.

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Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District ~~“(the “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

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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.

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- (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.

(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.

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(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~~within the county or counties 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~~committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.

~~(6)~~ Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.

(7) 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, ~~“a 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.

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

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

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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 authorized or required by statute or these Rules, at least seven (7) ~~days~~days, but ~~not~~ more than thirty (30) ~~days~~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 within the county or counties in which the District is located.~~ A newspaper is deemed to be a newspaper of “general circulation” in the county in which the District is located. ~~“General circulation” means a newspaper has been in existence for two (2) years at the time of publication that is printed and of the applicable notice (unless no newspaper within the county has been 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 for such length) and satisfies the public generally, is available to criteria of section 50.011(1) of the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest Florida Statutes, or of value to the residents or owners if such newspaper is a direct successor of property in the county where a newspaper which has been so published, or of interest or of value to the general public as such provisions may be amended from time to time by law.~~ The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in a newspaper not Chapter 50 of limited subject matter, which is the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least five days a week, unless the only newspaper in the county is published less than five days a week seven (7) days’ public notice as required herein. Each Notice shall state, as applicable:

- (a) The date, time and place of the meeting, hearing or workshop;
- (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
- (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
- (d) The following or substantially similar language: “Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at ~~()~~ (954) 603-0033. 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 prior to such 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 i) confidential and ~~any ii)~~ confidential and exempt information, shall be available to the public at least seven (7) 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. 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, 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 in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public ~~comment~~ comments
- 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 prepay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation ~~within the county in which the District is located,~~ 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 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 ~~or as otherwise provided in the resolution approving the annual budget(s).~~ 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.
- (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, 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)~~ (1) Internal Controls. The District shall establish and maintain internal controls designed to:

~~(a)~~ (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),

~~(b)~~ (b) Florida Statutes; and

~~(c)~~ (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and

~~(d)~~ (d) Support economical and efficient operations; and

~~(e)~~ (e) Ensure reliability of financial records and reports; and

~~(f)~~ (f) Safeguard assets.

~~(2)~~ (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.

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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, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of ~~notice~~ Notice of Rule Development by the District as required by Section 2 of this Rule. 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) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“SERC”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.

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- (a) Except when the intended action is the repeal of a ~~Rule~~rule, the District shall provide notice of the development of a proposed rule ~~by publication of a ("Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate")~~ setting forth the following:

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- _____ (i) _____ the subject area to be addressed by rule development;~~provide a;~~
- _____ (ii) _____ A short, plain explanation of the purpose and effect of the proposed rule;~~cite the specific legal;~~
- _____ (iii) _____ The grant of rulemaking authority for the proposed rule;~~;~~
- _____ (iv) _____ The law being implemented;
- _____ (v) _____ The proposed rule number; and~~include~~
- _____ (vi) _____ If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft;~~if available of such rule or documents.~~

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

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- ~~(3)(b)~~ The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of ~~Proceedings and Proposed Rules~~Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall ~~give~~provide notice of its intended action; (the "Notice of Rulemaking") setting forth ~~at~~the following:

- _____ (i) _____ A short, plain explanation of the purpose and effect of the proposed action;~~a reference to the specific rule;~~
- _____ (ii) _____ The proposed rule number;
- _____ (iii) _____ A summary of the proposed rule or amendment;

- ~~(v) The grant of rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes proposed rule;~~
- ~~(vi) The law being implemented, or interpreted, or made specific. The notice shall include a;~~
- ~~(vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;~~
- ~~(viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and that describes the regulatory impact of the rule in readable language;~~
- ~~(ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;~~
- ~~(x) 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.;~~
- ~~(xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;~~
- ~~(x) The date, time, and location of the public hearing on the proposed rule;~~
- ~~(xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and~~
- ~~(xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.~~

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- (b) The ~~notice~~Notice of Rulemaking shall be published in a newspaper of general circulation ~~in within the District and each county or counties in which the District is located~~ not less than at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. ~~The proposed rule shall be available for inspection and copying by the public at the time~~ If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of ~~notice~~the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) The ~~notice~~Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days ~~prior to such mailing~~before 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~~the District's rulemaking proceedings ~~to adopt, amend, or repeal a rule.~~ Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
- (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

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(6) Modification of Rules.

(a) Technical Changes.

- (i) Prior to rule adoption, the District shall publish a notice of correction ("Notice of Correction") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
- (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

(i) Prior to rule adoption, the District shall publish a notice of change (“Notice of Change”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

(a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.

(b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“Notice of Rule Withdrawal”) in a newspaper of general circulation within the county or counties in which the District is located.

and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must ~~either~~ conduct a rule development workshop prior to proposing rules for adoption ~~or for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson must explain~~ explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.

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- ~~§~~ (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.

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- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:

(i) The place, date, and time of the workshop;

(ii) The subject area that will be addressed; and

(iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking ~~proceedings~~ Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. ~~Not later than sixty (60) 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~~

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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. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

(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;~~

~~(b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.~~

~~(c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.~~

~~(i) If the District elects to hold a public hearing, notice of the public hearing ("Notice of Rulemaking Petition Public Hearing") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.~~

~~(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.~~

~~1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.~~

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2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “Notice of Denial of Rulemaking Petition”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a)

~~(e) 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, Notice of Rulemaking, 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. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. 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)~~ (b) The District shall publish notice of the public hearing (“Notice of Public Hearing”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:

(i) The date, time, and location of the public hearing; and

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- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. ~~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 emergency rules shall be published as soon as possible in a newspaper of general circulation in the District, or if the Legislature authorizes the District to adopt emergency rules.~~ The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District ~~and otherwise complies with these provisions.~~

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- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the "Notice of Emergency Rule") which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

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- (i) The full text of the rule(s); and
- (ii) The District's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

(i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.

(ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.

(d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.

(e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.

(f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:

(i) The full text of the emergency rule and a summary thereof;

(ii) The rule number; and

(iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.

(12)(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~~within the county or counties in which the District is located.

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~~(4013)~~ Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. ~~The record shall include, if~~ (“Rulemaking Record”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:

~~(a) The text~~ A copy of the proposed rule and;

~~(b) Any material incorporated by reference in the adopted rule;~~

~~(c) All notices given for a proposed rule;~~

~~(c) Any~~ A detailed written statement of estimated regulatory costs, the facts and circumstances justifying the proposed rule;

~~(d) Any SERC for the rule; , if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;~~

~~(e)~~

~~(d) A written summary statement of hearings, if any, on the extent to which the proposed rule; relates to federal standards on rules on the same subject;~~

~~(e) All written comments received by the District and responses to those written comments; and~~

~~(f) All notices~~ (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and findings pertaining to

~~(g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.~~

~~(4114)~~ Petitions to Challenge Existing Rules.

(a) Any person substantially affected by a proposed or existing 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.

(i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided

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in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.

- (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
- (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. proposed or existing rule is substantially affected by it.~~ A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.
- (c) The petition shall be filed with the District. Within ~~ten (10)~~ days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, 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 person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, 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) At the hearing, 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. ~~(d) — Within 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 For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, 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~~
During the hearing, 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. (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.~~

~~(15) Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.~~

~~(12)~~ **Variances and Waivers.** A **"variance"** means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A **"waiver"** means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, **"substantial hardship"** means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, **"principles of fairness"** are violated when the literal application of a rule

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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~~rule may file a petition with the District, requesting a variance or waiver from the District's ~~Rule~~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~~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~~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~~District's action. The District shall maintain a record of the type and disposition of each petition filed.

~~(13)~~16 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, 120.542, 120.5435, 120.56, 120.81(2), 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.

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(e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:

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- (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.

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(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.

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(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

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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 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 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~~firm’s or ~~individual’s~~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.

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- (o) **“Request for Proposals” or “RFP”** is a written 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.

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- (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:

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- (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;
- (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.

- (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, 255.20, 287.055, Fla. Stat.

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Rule 3.1 Procedure Under the ~~Consultants'~~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 within the county or counties in which the District is located 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

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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~~ 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~~proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. 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.

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(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. "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. 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 ~~(43)~~ 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)~~ (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section ~~(43)~~ 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.

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(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)~~ (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section ~~(32)~~ 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 within~~ the county ~~or counties~~ in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(5) (4) 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—, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

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^ (6) (5) Committee’s Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm’s qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (32)(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.

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^ (7) (6) Board Selection of Auditor.

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- (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)~~ (7) 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)~~ (8) 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 e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may

alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. 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.

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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)~~ (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
- ~~(b)~~ (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
- ~~(c)~~ (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)~~ (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
- ~~(e)~~ (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)~~ (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
- ~~(g)~~ (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, the geographic location of the company's headquarters and offices in relation to the District, 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) _____ (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all ~~bidders~~proposers by e-mail (with a delivery and read receipt), United States Mail, ~~by~~hand delivery, or ~~by~~overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. 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) (a) The Board shall cause to be prepared a Request for Qualifications.

(b) (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) ~~days~~ 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) (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the ~~District and within the county or counties~~ in which the ~~District~~ project 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) (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 e-mail~~, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) (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

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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.

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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.

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- _____ (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.

- § _____ (i) 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.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all ~~vendors~~proposers by e-mail (with a delivery and read receipt), United States Mail, ~~electronic mail~~, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. 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.

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(2) 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. (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - ii. (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. (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. (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.~~ (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.
- ~~vii.~~ (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- ~~viii.~~ (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.~~ (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.~~ (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- ~~x.~~ (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.~~ (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.~~ (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.

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~~2.~~ 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.

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~~(b)~~ (b) 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)~~ (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 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

~~(d)~~ (d) Such suspension or revocation shall not affect the vendor’s obligations under any preexisting contract.

~~(e)~~ (e) 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.~~ (i) Impacts on project schedule, cost, or quality of work;

~~ii.~~ (ii) Unsafe conditions allowed to exist;

~~iii.~~ (iii) Complaints from the public;

~~iv.~~ (iv) Delay or interference with the bidding process;

~~v.~~ (v) The potential for repetition;

~~vi.~~ (vi) Integrity of the public contracting process;

~~vii.~~ (vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

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Rule 3.5 Construction Contracts, Not Design-Build.

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- (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~~ within the county or counties 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 ~~e-mail (with a delivery and read receipt).~~ United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by ~~electronic e-mail~~, United States Mail, hand delivery, or ~~facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

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(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.

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(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:

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- (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 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 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 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

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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. 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, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect.~~
- ~~(j) 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

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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.

- (k) 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.
- (l) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. 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.
- (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. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:

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- (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~~within the county in which the ~~District~~project 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~~e-mail, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 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~~proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website

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at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. 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~~shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, 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)~~ (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - ~~(b)~~ (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 or counties 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)~~ (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 e-mail~~, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - ~~(d)~~ (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;

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

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

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

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

principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. 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~~ proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. 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~~ or counties 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 e-mail~~, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of

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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~~proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. 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 or after posting on the District's website if so provided for in 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 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 and form 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 e-mail~~ or facsimile transmission. Filings are only accepted during normal business hours.
- (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 ~~facsimile, e-mail (with a delivery and read receipt),~~ United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other 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) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

~~(5) Intervenors. (5) Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.~~

~~(6)~~ Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

~~(7)~~ (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.

~~(7)~~ Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

~~(8)~~ Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective ~~March 10, 2020~~, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

EXHIBIT 2C

**RULES OF PROCEDURE
THE TRAILS COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-__**

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

- (1) The Trails Community Development District (the “**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 (the “**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 e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (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 (the “**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.
- (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 within the county or counties 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 accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) 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 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, 286.012, 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 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 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 or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) 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 within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (954) 603-0033. 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 prior to such 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 i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) 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. 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, 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 in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comments
- 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

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, 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 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 or as otherwise provided in the resolution approving the annual budget(s). 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.
- (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, 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),
 - (b) Florida Statutes; and
 - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (d) Support economical and efficient operations; and
 - (e) Ensure reliability of financial records and reports; and
 - (f) 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, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. 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. 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) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) 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 (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) 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;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
 - (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before 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 of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-

mail address, and may be required to pay the cost of copying and mailing as applicable.

- (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

(a) Technical Changes.

- (i) Prior to rule adoption, the District shall publish a notice of correction (“**Notice of Correction**”) if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
- (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

- (i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;

2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.

- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
 - (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.
- (9) Petitions to Initiate Rulemaking.
- (a) 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. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
 - (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
 - (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.
 - (ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District

shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.
2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

- (d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

- (a) 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 of Rulemaking, 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. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. 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.
- (b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:
- (i) The date, time, and location of the public hearing; and
 - (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.
 - (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the

District is located and shall include the specific facts and reasons for such renewal.

- (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) 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 within the county or counties in which the District is located.
- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
 - (a) A copy of the rule;

- (b) Any material incorporated by reference in the rule;
- (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
- (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
- (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
- (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

- (a) Any person substantially affected by a proposed or existing 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.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
- (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 proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, 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 person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, 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) At the hearing, 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.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, 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. During the hearing, 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) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In

the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

- (15) Variances and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District’s rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

(16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

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

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 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 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 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 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;
 - (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.
- (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, 255.20, 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 within the county or counties in which the District is located 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. 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. “**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. 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) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) 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.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) 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.

- (3) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) 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 within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) **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, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(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.
- (6) 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.

- (7) 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.
- (8) 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 e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. 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 county or counties in which the District is located. 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, the geographic location of the company's headquarters and offices in relation to the District, 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. 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 pre-qualification 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 county or counties in which the project 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 e-mail, United States Mail, 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) 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.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. 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.

(2) 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), Fla. Stat., 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.

- (b) 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 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) 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.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

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 within the county or counties 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 e-mail (with a delivery and read receipt), United States 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 e-mail, United States Mail, hand delivery, or 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 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 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 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. 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) 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.
- (k) 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.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. 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.
- (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. The fact that an Emergency Purchase has occurred or is necessary 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 within the county in which the project 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 e-mail, United States Mail, 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 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. 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 shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, 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 or counties 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 e-mail, United States Mail, 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 (5) percent. 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. 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 county or counties 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 e-mail, United States Mail, 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. 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 or after posting on the District's website if so provided for in 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 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 and form 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 e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (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 e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other 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) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) 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.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) 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: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

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

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

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

EXHIBIT 3

RESOLUTION 2026-10

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

WHEREAS, the Trails Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, 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 recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

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

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

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

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 15th day of September, 2026.

ATTEST:

TRAILS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

EXHIBIT 4

1 **MINUTES OF MEETING**

2 **TRAILS**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Trails Community Development District
5 was held on Tuesday, July 14, 2026 at 6:31 p.m., at the Winchester Ridge Amenity Center, 15431 Spotted
6 Stallion Trail Jacksonville, FL 32234.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. McGaffney called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10 Terence Douglas	Board Supervisor, Chairman
11 Corina Buck	Board Supervisor, Vice Chairperson
12 Chantel Douglas	Board Supervisor, Assistant Secretary
13 Emilio Gonzalez	Board Supervisor, Assistant Secretary
14 Richard Bergeron	Board Supervisor, Assistant Secretary

15 Also, present were:

16 Howard McGaffney	District Manager, FCS Management Group
17 Wes Haber <i>(via phone)</i>	District Counsel, Kutak Rock
18 Harold Burns	General Manager, Vesta Property Services

19
20 *The following is a summary of the discussions and actions taken at the July 14, 2026 Trails CDD Board of*
21 *Supervisors Regular Meeting. Audio for this meeting is available upon public records request by emailing*
22 PublicRecords@vestapropertyservices.com.

23 **SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for**
24 **agenda items)**

25 There being no audience comments, the next item followed.

26 **THIRD ORDER OF BUSINESS – Exhibit 1: Presentation of Proof of Publication(s)**

27 **FOURTH ORDER OF BUSINESS – District Engineer RFQ**

28 A. Consideration of Submitted Qualifications for District Engineer

29 1. Exhibit 2: Acree Engineering

30 Mr. Acree introduced himself and his engineering firm. Mr. Haber provided guidance for how
31 to proceed with the ranking and selection process.

32 On a MOTION by Mr. Bergeron, SECONDED by Ms. Douglas, WITH ALL IN FAVOR, the Board ranked
33 Acree Engineering as the #1 firm, authorized District Counsel to negotiate an agreement and approved the
34 Chair or Vice Chair to execute the final agreement, for the Trails Community Development District.

35
36 On a MOTION by Mr. Bergeron, SECONDED by Mr. Gonzalez, WITH ALL IN FAVOR, the Board
37 authorized the scope and specification drafting of the stormwater repairs, for the Trails Community
38 Development District.

FIFTH ORDER OF BUSINESS – FY 2026-2027 Budget Public Hearing

Mr. McGaffney provided a brief overview of the budget public hearing process.

A. FY 2026-2027 Budget Public Hearing

1. Open the Public Hearing

On a MOTION by Ms. Douglas, SECONDED by Mr. Bergeron, WITH ALL IN FAVOR, the Board opened the FY 2026-2027 budget public hearing, for the Trails Community Development District.

2. Exhibit 3: Presentation of FY 2026-2027 Approved Proposed Budget

Mr. McGaffney provided a brief overview of the approved proposed budget.

3. Open the Public Comments

4. Close the Public Hearing

On a MOTION by Ms. Douglas, SECONDED by Mr. Douglas, WITH ALL IN FAVOR, the Board closed the FY 2026-2027 budget public hearing, for the Trails Community Development District.

B. Exhibit 4: Consideration & Adoption of Resolution 2026-04, Adopting Fiscal Year 2026-2027 Budget

On a MOTION by Mr. Bergeron, SECONDED by Mr. Gonzalez, WITH ALL IN FAVOR, the Board adopted **Resolution 2026-04**, Adopting Fiscal Year 2026-2027 Budget, for the Trails Community Development District.

C. Exhibit 5: Consideration & Adoption of Resolution 2026-05, Annual Assessments

On a MOTION by Mr. Douglas, SECONDED by Mr. Bergeron, WITH ALL IN FAVOR, the Board adopted **Resolution 2026-05**, Annual Assessments, for the Trails Community Development District.

SIXTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 6: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on April 14, 2026

B. Exhibit 7: Consideration for Acceptance – The March 2026 Unaudited Financial Statements

C. Exhibit 8: Consideration for Acceptance – The April 2026 Unaudited Financial Statements

D. Exhibit 9: Consideration for Acceptance – The May 2026 Unaudited Financial Statements

On a MOTION by Mr. Bergeron, SECONDED by Mr. Douglas, WITH ALL IN FAVOR, the Board approved the Consent agenda as presented, for the Trails Community Development District.

SEVENTH ORDER OF BUSINESS – Business Items

A. Exhibit 10: Consideration & Adoption of Resolution 2026-06, Designating Officers

Mr. McGaffney provided a brief explanation.

On a MOTION by Ms. Douglas, SECONDED by Mr. Douglas, WITH ALL IN FAVOR, the Board adopted **Resolution 2026-06**, Designating Officers, adding Vesta staff, and keeping the remaining slate of the Board the same, for the Trails Community Development District.

B. Exhibit 11: Consideration & Adoption of **Resolution 2026-07**, Designating Signatories

Mr. McGaffney provided a brief explanation.

On a MOTION by Mr. Bergeron, SECONDED by Mr. Douglas, WITH ALL IN FAVOR, the Board adopted **Resolution 2026-07**, Designating Signatories, for the Trails Community Development District.

C. Exhibit 12: Consideration & Adoption of **Resolution 2026-08**, Approving FY 2026-2027 Meeting Schedule

On a MOTION by Mr. Douglas, SECONDED by Mr. Bergeron, WITH ALL IN FAVOR, the Board adopted **Resolution 2026-08**, Approving FY 2026-2027 Meeting Schedule, for the Trails Community Development District.

D. Exhibit 13: Consideration & Adoption of **Resolution 2026-09**, Setting Public Hearing on Revised Rules of Procedure

Mr. Haber provided a brief explanation of the need for the resolution and public hearing.

On a MOTION by Ms. Douglas, SECONDED by Mr. Douglas, WITH ALL IN FAVOR, the Board adopted **Resolution 2026-09**, Setting Public Hearing on Revised Rules of Procedure, for the Trails Community Development District.

E. Exhibit 14: Presentation & Acceptance of FY 2025 Final Financial Audit Report

Mr. McGaffney provided a brief overview.

On a MOTION by Mr. Bergeron, SECONDED by Mr. Douglas, WITH ALL IN FAVOR, the Board accepted the FY 2025 Final Financial Audit Report, for the Trails Community Development District.

F. Exhibit 15: Presentation of LLS Tax Solutions – Series 2007 Bond Arbitrage Report

Mr. McGaffney provided a brief overview.

On a MOTION by Mr. Douglas, SECONDED by Mr. Bergeron, WITH ALL IN FAVOR, the Board accepted the LLS Tax Solutions – Series 2007 Bond Arbitrage Report, for the Trails Community Development District.

G. Exhibit 16: Consideration of Easement/Fence/Drainage-Variance Policy

Mr. Haber provided a brief overview. Discussion ensued.

H. Exhibit 17: Consideration of District, Accounting, & Amenity Management Rates

Mr. McGaffney provided a brief explanation of the following proposed rates.

1. Vesta District Services

On a MOTION by Mr. Bergeron, SECONDED by Mr. Douglas, WITH ALL IN FAVOR, the Board approved the Vesta District Services Accounting Management Rates, for the Trails Community Development District.

2. Vesta Property Services

On a MOTION by Mr. Douglas, SECONDED by Mr. Gonzalez, WITH ALL IN FAVOR, the Board approved the Vesta Property Services Amenity Management Rates, for the Trails Community Development District.

3. FCS Management Group

On a MOTION by Mr. Bergeron, SECONDED by Mr. Douglas, WITH ALL IN FAVOR, the Board approved the FCS Management Group District Management Rates, for the Trails Community Development District.

EIGHTH ORDER OF BUSINESS – Discussion Topics

NINTH ORDER OF BUSINESS – Staff Reports

A. Exhibit 18: Operations Manager

Mr. Burns presented the report for the month. Discussion ensued.

B. District Engineer

There being no questions for the new District Engineer, the next item followed.

C. District Counsel

Mr. Haber provided a brief update on the most recent legislative session.

D. District Manager

1. Exhibit 19: Presentation of Duval County Number of Qualified Electors – F.S. 190.006 – 1,240

2. Qualified Candidates

a. Seat #2

- Adesina Braxton
- Corina Buck (her current seat)

b. Seat #5

- Terence Douglas (his current seat)
- Ashley Guioa

TENTH ORDER OF BUSINESS – Supervisors' Requests

Supervisor Ms. Douglas requested to be allowed to provide feedback to the District Engineer regarding pond 12. Discussion ensued.

ELEVENTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda *(limited to 3 minutes per individual)*

There being no audience comments, the next item followed.

TWELFTH ORDER OF BUSINESS – Next Meeting Quorum Check: September 15 at 6:30 PM

All five Board members presented stated that they would be attending the next Board meeting on September 15 at 6:30 p.m.

THIRTEENTH ORDER OF BUSINESS – Adjournment

Mr. McGaffney asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Ms. Douglas made a motion to adjourn the meeting.

On a MOTION by Ms. Douglas, SECONDED by Mr. Bergeron, WITH ALL IN FAVOR, the Board adjourned the meeting at 8:00 p.m. for the Trails Community Development District.

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

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on September 15, 2026.

Signature

Signature

Printed Name

Printed Name

Title: ☐ **Secretary** ☐ **Assistant Secretary**

Title: ☐ **Chairman** ☐ **Vice Chairman**

EXHIBIT 5

TRAILS
COMMUNITY DEVELOPMENT DISTRICT

FINANCIAL STATEMENTS
UNAUDITED

JUNE 30, 2026



Trails CDD
Balance Sheet
June 30, 2026

	General Fund	Reserve Fund	Series 2007 Debt Service Fund	Total
1 <u>ASSETS</u>				
2 Cash:				
3 Valley Bank - Operating Fund	\$ 717,843	\$ -	\$ -	\$ 717,843
4 Investments:				
5 Bank United - Money Market Account	730,737	-	-	730,737
6 Prepayment Account	-	-	1,680	1,680
7 Reserve Account	-	-	231,047	231,047
8 Revenue Account	-	-	214,143	214,143
9 Assessments Receivable	577	126	405	1,108
10 Due from Other Funds	-	546,526	7,026	553,552
11 Prepaid Items	2,483	-	-	2,483
12 Deposits	14,358	-	-	14,358
13 Undeposited Funds	-	-	-	-
14 <u>TOTAL ASSETS:</u>	<u>1,465,998</u>	<u>546,652</u>	<u>454,301</u>	<u>2,466,951</u>
15 <u>LIABILITIES</u>				
16 Accounts Payable	\$ 21,891	\$ -	\$ -	21,891
17 Accrued Expenses	-	-	-	-
18 Sales Tax Payable	-	-	-	-
19 Deferred Revenue	577	126	405	1,108
20 Due to Other Funds	553,552	-	-	553,552
21 <u>TOTAL LIABILITIES:</u>	<u>576,021</u>	<u>126</u>	<u>405</u>	<u>576,552</u>
22 <u>FUND BALANCE</u>				
23 Nonspendable:				
24 Prepaid/Deposit Items	16,841			16,841
25 Restricted for:				
26 Capital Projects	264,914			264,914
27 Working Capital (3 months)	135,655			135,655
28 Debt Service	-	-	453,896	453,896
29 Unassigned	472,567	546,526	-	1,019,093
30 <u>TOTAL FUND BALANCE</u>	<u>889,977</u>	<u>546,526</u>	<u>453,896</u>	<u>1,890,399</u>
31 <u>TOTAL LIABILITIES & FUND BALANCE</u>	<u>\$ 1,465,998</u>	<u>\$ 546,652</u>	<u>\$ 454,301</u>	<u>\$ 2,466,951</u>

Trails CDD
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period of October 1, 2025 to June 30, 2026

	FY 2026 Adopted Budget	FY 2026 Month of June	FY 2026 Actual Year-to-Date	Over (Under) Amt to FY Budget	% of Budget
1 REVENUES					
2 Special Assessments	\$ 658,249	\$ 6,196	657,672	\$ (577)	99.91%
3 Interest	-	4,102	43,245	43,245	0.00%
4 Room Rentals	-	239	799	799	0.00%
5 Other Misc Revenues	-	25	2,095	2,095	0.00%
6 TOTAL REVENUES	658,249	10,562	703,811	45,562	106.92%
7 EXPENDITURES					
8 ADMINISTRATION					
9 P/R - Board of Supervisors	8,000	-	4,600	(3,400)	57.50%
10 Arbitrage Rebate	500	-	500	-	100.00%
11 Trustee Fees	4,000	-	4,256	256	106.40%
12 Assessment Roll	5,906	492	4,430	(1,476)	75.00%
13 Disclosure Report	5,000	-	5,000	-	100.00%
14 District Counsel	25,000	5,619	8,170	(16,830)	32.68%
15 District Engineer	10,000	3,593	8,357	(1,643)	83.57%
16 Administrative Services	20,000	1,667	15,000	(5,000)	75.00%
17 District Management	24,000	2,000	18,000	(6,000)	75.00%
18 Accounting Services	20,000	1,667	15,000	(5,000)	75.00%
19 Auditing Services	4,200	-	3,550	(650)	84.52%
20 Public Officials Insurance	5,508	-	3,922	(1,586)	71.21%
21 Legal Advertising	2,500	254	987	(1,513)	39.48%
22 Website Administration	2,749	685	4,167	1,418	151.59%
23 Dues, Licenses, Subscriptions	590	-	196	(394)	33.22%
24 TOTAL ADMINISTRATION	137,953	15,977	96,136	(41,817)	69.69%
25 SECURITY OPERATIONS					
26 Security Patrol Services	1,000	-	818	(182)	81.80%
27 Security Monitoring Services	8,064	624	6,997	(1,067)	86.77%
28 R&M - Security Cameras	1,000	-	3,033	2,033	303.25%
29 TOTAL SECURITY OPERATIONS	10,064	624	10,848	784	107.79%
30 UTILITIES					
31 Electric	25,000	1,563	14,294	(10,706)	57.18%
32 Garbage	4,100	750	5,431	1,331	132.46%
33 Water & Sewer	10,000	646	5,895	(4,105)	58.95%
34 TOTAL ELECTRIC UTILITY SERVICE	39,100	2,958	25,620	(13,480)	65.52%
35 STORMWATER CONTROL					
36 Contracts - Lake/Pond Bank	15,225	1,226	8,643	(6,582)	56.77%
37 Fountain Maintenance	5,000	-	961	(4,039)	19.22%
38 TOTAL STORMWATER CONTROL	20,225	1,226	9,604	(10,621)	47.48%
39 OTHER PHYSICAL ENVIRONMENT					
40 Contracts - Landscape/Irrigation	93,532	7,074	63,856	(29,676)	68.27%
41 Liability/Property Insurance	19,783	-	20,162	379	101.92%
42 R&M - Irrigation	3,500	250	1,896	(1,604)	54.17%
43 Landscape Replacement	5,000	-	1,369	(3,631)	27.37%
44 R&M - Entry Lighting, Walls & Fence	4,000	200	7,097	3,097	177.43%
45 TOTAL OTHER PHYSICAL ENVIRONMENT	125,815	7,524	94,380	(31,435)	75.01%
46 PARKS & RECREATION					
47 Pest Control	2,500	-	381	(2,119)	15.25%
48 Amenity Management Service Contract	244,692	18,923	155,634	(89,058)	63.60%
49 Janitorial Services & Supplies	2,500	897	3,196	696	127.84%

Trails CDD
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period of October 1, 2025 to June 30, 2026

	FY 2026 Adopted Budget	FY 2026 Month of June	FY 2026 Actual Year-to-Date	Over (Under) Amt to FY Budget	% of Budget
50 Telephone, Cable & Internet Service	5,700	632	5,594	(106)	98.14%
51 R&M - Fitness Equipment	2,200	-	1,593	(607)	72.40%
52 R&M - Amenity Center	15,000	6,511	14,458	(542)	96.39%
53 Pool Supplies - Chemical/Permits/Supplies	15,000	1,900	9,278	(5,722)	61.85%
54 Amenity Supplies & Equipment	3,500	179	8,563	5,063	244.65%
55 Pressure Washing	4,000	-	3,590	(410)	89.76%
56 TOTAL PARKS & RECREATION	295,092	29,042	202,287	(92,805)	68.55%
57 SPECIAL EVENTS					
58 Special Events	5,000	900	900	(4,100)	18.00%
59 TOTAL SPECIAL EVENTS	5,000	900	900	(4,100)	18.00%
60 CONTINGENCY					
61 Misc - Contingency	25,000	-	-	25,000	0.00%
62 TOTAL CONTINGENCY	25,000	-	-	25,000	0.00%
63 TOTAL EXPENITURES	658,249	58,252	439,774	(218,475)	66.81%
64 REVENUES OVER (UNDER) EXPENDITURES	-	(47,689)	264,037	264,037	
65 OTHER FINANCING SOURCES & USES					
66 Transfer In					
67 Transfers Out					
68 TOTAL OTHER FINANCING SOURCES & USES		-	-		
69 NET CHANGE IN FUND BALANCE		(47,689)	264,037		
70 Fund Balance - Beginning			625,940		
71 FUND BALANCE - ENDING			889,977		

Trails CDD
Reserve Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period of October 1, 2024 to June 30, 2026

	FY 2026 Adopted Budget	FY 2026 Month of June	FY 2026 Actual Year-to-Date	Over (Under) Amt to FY Budget
1 <u>REVENUES</u>				
2 Special Assessments	143,986	1,355	143,860	(126)
3 Interest	-	-	-	-
4 Misc.	-	-	135,000	135,000
5 <u>TOTAL REVENUES</u>	143,986	1,355	278,860	(126)
6 <u>EXPENDITURES</u>				
7 Capital Outlay	33,949	-	4,925	(29,024)
8 Capital Reserve Contribution	110,037	-	-	(110,037)
9 <u>TOTAL EXPENDITURES</u>	143,986	-	4,925	(139,061)
10 <u>REVENUES OVER (UNDER) EXPENDITURES</u>	-	1,355	273,935	
11 <u>OTHER FINANCING SOURCES & USES</u>				
12 Transfer In				
13 Transfers Out				
14 <u>TOTAL OTHER FINANCING & USES</u>	-	-	-	
15 <u>NET CHANGE IN FUND BALANCE</u>	-	1,355	273,935	
16 Fund Balance - Beginning	-	-	272,591	
17 <u>FUND BALANCE - ENDING</u>	-	1,355	546,526	

Trails CDD
Series 2007 Debt Service Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period of October 1, 2024 to June 30, 2026

	FY 2026 Adopted Budget	FY 2026 Month of June	FY 2026 Actual Year-to-Date	Over (Under) Amt to FY Budget
1 <u>REVENUES</u>				
2 Special Assessments	461,506	4,344	461,102	(405)
3 Interest	-	1,226	9,832	9,832
4 <u>TOTAL REVENUES</u>	<u>461,506</u>	<u>5,571</u>	<u>470,934</u>	<u>9,428</u>
5 <u>EXPENDITURES</u>				
6 Interest Expense				
7 <i>*November 1, 2025</i>		-	115,428	
8 May 1, 2026	115,428	115,428	115,428	-
9 November 1, 2026	109,113	-	-	(109,113)
10 Principle Payment				
11 May 1, 2026	235,000	235,000	235,000	
12 November 1, 2026	-	-	-	
13 <u>TOTAL EXPNDITURES</u>	<u>459,541</u>	<u>350,428</u>	<u>465,856</u>	<u>(109,113)</u>
14 <u>REVENUES OVER (UNDER) EXPENDITURES</u>	<u>1,966</u>	<u>(344,857)</u>	<u>5,078</u>	
15 <u>OTHER FINANCING SOURCES & USES</u>				
16 Transfer In				
17 Transfers Out				
18 <u>TOTAL OTHER FINANCING SOURCES & USES</u>		<u>-</u>	<u>-</u>	
19 <u>NET CHANGE IN FUND BALANCE</u>		<u>(344,857)</u>	<u>5,078</u>	
20 Fund Balance - Beginning			448,819	
21 <u>FUND BALANCE - ENDING</u>			<u>453,896</u>	

Trails CDD
Notes to Financial Statements
June 30, 2026

General Fund

Assets

Cash and Investments - District's funds are held at Bank United (Money Market account) and Valley Bank (Operating account).

Due From Other Funds - Assessments received and allocated to/from other funds. Also, an allocation of expenses to the CRF.

Deposits - Vesta Amenity Deposit (will offset last month's fee).

Liabilities

Accounts Payable - Invoices for current month not paid in current month. .

Due To Other Funds - Assessments received from the tax collector and allocated to/from other funds.

Financial Overview / Highlights

- > Total Non-Ad valorem special assessments are at 99.91% collected and total revenue is 106.92% of adopted budget.
- > Total expenditures are 67.14% of adopted budget.
- > Significant variances explained below.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures				
<u>Administrative</u>				
P/R - Board of Supervisors	8,000	4,600	57.50%	Supervisor pay YTD.
Arbitrage Rebate	500	500	100.00%	Paid in Full
Trustee Fees	4,000	4,256	106.40%	DS2007
Assessment Roll	5,906	4,430	75.00%	Assessment roll monthly fee
Disclosure Report	5,000	5,000	100.00%	Paid in Full
District Counsel	25,000	8,170	32.68%	Only received three bills in current FY
District Engineer	10,000	8,357	83.57%	Only received three bills in current FY
District Management	24,000	18,000	75.00%	DM monthly fee
Accounting Services	20,000	15,000	75.00%	Monthly Fee
Auditing Services	4,200	3,550	84.52%	FY25 Audit
Public Officials Insurance	5,508	3,922	71.21%	Paid in Full
Legal Advertising	2,500	987	39.48%	Notices
Website Adminstration	2,749	4,167	151.59%	Website Services & Constant Contact Email Services
Dues, Licenses, Subscriptions	590	196	33.22%	Special District Fee

Security Operations

Security Patrol Services	1,000	818	81.80%	Officer on 4/19/26
Security Monitoring Services	8,064	6,997	86.77%	Monthly Fee
R&M Security Cameras	1,000	3,033	303.25%	DKS Tracker Board, New Cameras

Utilities

Electric	25,000	14,294	57.18%	Monthly Fee
Garbage	4,100	5,431	132.46%	Republic Services monthly contract.
Water & Sewer	10,000	5,895	58.95%	Monthly Fee

Stormwater Control

Contracts - Lake/Pond Bank	15,225	8,643	56.77%	Monthly Maintenance
Fountain Maintenance	5,000	961	19.22%	Quarterly fee , Aerator service & Stormwater Training

Other Physical Enviroment

Contracts - Landscape/Irrigation	93,532	63,856	68.27%	Landscape monthly fee
Liability/Property Insurance	19,783	20,162	101.92%	Egis insurance paid in full. Two bills
R&M - Irrigation	3,500	1,896	54.17%	Repairs
Landscape Replacement	5,000	1,369	27.37%	Power Spike for Palm Trees
R&M - Entry Lighting, Walls & Fence	4,000	7,097	177.43%	Interior Painting & Down Payment

Parks and Recreation

Pest Control	2,500	381	15.25%	Turner Pest Control quarterly
Amenity Management Service Contract	244,692	155,634	63.60%	Vesta monthly amenity mgmt fees.
Janitorial Services & Supplies	2,500	3,196	127.84%	Various Supplies
Telephone, Cable & Internet Service	5,700	5,594	98.14%	Comcast monthly fee
R&M - Fitness Equipment	2,200	1,593	72.40%	Allways Improving monthly fees & Cleaning wipes
R&M - Amenity Center	15,000	14,458	96.39%	Various purchases from Home Depot, GT Electrical, Foot Bridge Repair Work
Pool Supplies - Chemical/Permits/Supplies	15,000	9,278	61.85%	Bulk Chemicals
Amenity Supplies & Equipment	3,500	8,563	244.65%	Chairs and chair dolly, holiday lights office supplies, tools and Playground Slide
Pressure Washing	4,000	3,590	89.76%	Clubhouse Pool Pavers Power Wash

Capital Expenditures - CRF

Capital Outlay	33,949	4,925	14.51%	Paint, supplies and labor for amenity and gym center
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Trails CDD

Non-Ad Valorem Special Assessments

Duval County Tax Collector

For the Fiscal Year Ending September 30, 2026

[illegible]

Trails CDD
Cash & Investment Report
June 30, 2026

Account Name	Bank Name	Investment Type	Maturity	Yield	Balance
General Fund					
Checking Account - Operating	Valley Bank	Public Funds Checking	N/A	3.56%	\$ 717,843
Money Market Account	BankUnited	MMA	N/A	3.27%	730,737
General Fund Subtotal					\$ 1,448,580
Debt Service Funds					
Series 2007 Prepayment Account	U.S. Bank	First American FD SHS Treasury Note	N/A	3.27%	\$ 1,680
Series 2007 Reserve Account	U.S. Bank	First American FD SHS Treasury Note	N/A	3.27%	231,047
Series 2007 Revenue Account	U.S. Bank	First American FD SHS Treasury Note	N/A	3.27%	214,143
Debt Service Fund Subtotal					\$ 446,870
Total					\$ 1,895,450

EXHIBIT 6

3:58 PM

07/01/26

Trails CDD
Check Detail
 June 2026

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	120139	06/01/2026	Bland Landscaping C...		1101000 · Operating Account...		-432.00
Bill	367174	05/26/2026			1570020 · R&M - Irrigation	-432.00	432.00
TOTAL						-432.00	432.00
Bill Pmt -Check	120140	06/03/2026	SchoolNow		1101000 · Operating Account...		-384.38
Bill	INV-SN-1427	06/01/2026			1510150 · Website Administra...	-384.38	384.38
TOTAL						-384.38	384.38
Bill Pmt -Check	120141	06/03/2026	Dibartolomeo, McBee...		1101000 · Operating Account...		-3,550.00
Bill	90118915	05/27/2026			1510100 · Auditing Services	-3,550.00	3,550.00
TOTAL						-3,550.00	3,550.00
Bill Pmt -Check	120142	06/05/2026	Hawkins Inc		1101000 · Operating Account...		-1,051.60
Bill	7444334	06/02/2026			1580060 · Pool Services - Che...	-1,051.60	1,051.60
TOTAL						-1,051.60	1,051.60
Bill Pmt -Check	120143	06/05/2026	Envera Systems		1101000 · Operating Account...		-623.92
Bill	769909	06/01/2026			1520010 · Security Monitoring ...	-623.92	623.92
TOTAL						-623.92	623.92
Bill Pmt -Check	120144	06/08/2026	Crown Pools, Inc.		1101000 · Operating Account...		-785.00
Bill	TW6693	06/03/2026			1580050 · R&M - Amenity Cen...	-785.00	785.00
TOTAL						-785.00	785.00
Bill Pmt -Check	120145	06/08/2026	Vesta Property Servi...		1101000 · Operating Account...		-18,280.10
Bill	432728	05/31/2026			1580010 · Amenity Manageme...	-18,280.10	18,280.10
TOTAL						-18,280.10	18,280.10

3:58 PM

07/01/26

Trails CDD
Check Detail
June 2026

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	120146	06/08/2026	Solitude Lake Manag...		1101000 · Operating Account...		-1,226.00
Bill	PSI272622	06/01/2026			1560000 · Contracts - Lake/Po...	-1,226.00	1,226.00
TOTAL						-1,226.00	1,226.00
Bill Pmt -Check	060826ACH1	06/08/2026	Republic Services - A...		1101000 · Operating Account...		-751.10
Bill	0687-001628915	05/16/2026			1540000 · Garbage - Recreati...	-751.10	751.10
TOTAL						-751.10	751.10
Bill Pmt -Check	120147	06/10/2026	Vesta District Services		1101000 · Operating Account...		-22.47
Bill	432901	05/31/2026			1510120 · Legal Advertising	-22.47	22.47
TOTAL						-22.47	22.47
Bill Pmt -Check	120148	06/10/2026	U.S. Bank		1101000 · Operating Account...		-4,256.13
Bill	8199543	05/22/2026			1510020 · Trustee Fees	-3,950.00	3,950.00
					1155000 · Prepaid Expenses	-306.13	306.13
TOTAL						-4,256.13	4,256.13
Bill Pmt -Check	120149	06/11/2026	Turner Pest Control L...		1101000 · Operating Account...		-93.69
Bill	620902196	10/01/2025			1580000 · Pest Control	-93.69	93.69
TOTAL						-93.69	93.69
Bill Pmt -Check	120150	06/15/2026	Vesta District Services		1101000 · Operating Account...		-6,054.58
Bill	433060	06/01/2026			1510080 · District Management	-2,000.00	2,000.00
					1510090 · Accounting Services	-1,666.67	1,666.67
					1510070 · Administrative Servi...	-1,666.67	1,666.67
					1510030 · Assessment Roll	-492.17	492.17
					1510150 · Website Administra...	-229.07	229.07
TOTAL						-6,054.58	6,054.58

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07/01/26

Trails CDD
Check Detail
June 2026

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	01ACH061526	06/15/2026	Comcast Business - ...		1101000 · Operating Account...		-640.53
Bill	5610- MAY26	05/20/2026			1580030 · Telephone, Cable &...	-640.53	640.53
TOTAL						-640.53	640.53
Bill Pmt -Check	120151	06/17/2026	Kutak Rock LLP		1101000 · Operating Account...		-5,619.15
Bill	3760559 20723-1	06/09/2026			1510050 · District Counsel	-5,619.15	5,619.15
TOTAL						-5,619.15	5,619.15
Bill Pmt -Check	120152	06/17/2026	Bland Landscaping C...		1101000 · Operating Account...		-250.00
Bill	371001	06/15/2026			1570020 · R&M - Irrigation	-250.00	250.00
TOTAL						-250.00	250.00
Bill Pmt -Check	120153	06/17/2026	Hawkins Inc		1101000 · Operating Account...		-450.00
Bill	7455524	06/11/2026			1580060 · Pool Services - Che...	-450.00	450.00
TOTAL						-450.00	450.00
Bill Pmt -Check	120154	06/17/2026	Air to Air, Inc.		1101000 · Operating Account...		-437.00
Bill	S62280	06/09/2026			1580050 · R&M - Amenity Cen...	-437.00	437.00
TOTAL						-437.00	437.00
Bill Pmt -Check	120155	06/18/2026	C Buss Enterprises, I...		1101000 · Operating Account...		-4,500.00
Bill	6433	06/08/2026			1580050 · R&M - Amenity Cen...	-4,500.00	4,500.00
TOTAL						-4,500.00	4,500.00
Bill Pmt -Check	01ACH062526	06/25/2026	JEA		1101000 · Operating Account...		-2,208.81
Bill	007480 JUN26	06/03/2026			1530000 · Utility Services	-1,563.20	1,563.20
					1550000 · Utility Services	-645.61	645.61
TOTAL						-2,208.81	2,208.81

Trails CDD
Check Detail
 June 2026

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	120156	06/26/2026	Alliant Engineering Inc		1101000 · Operating Account...		-3,592.50
Bill	85648	06/18/2026			1510060 · District Engineer	-3,592.50	3,592.50
TOTAL						-3,592.50	3,592.50
Bill Pmt -Check	120157	06/26/2026	Uline, Inc.		1101000 · Operating Account...		-665.34
Bill	209347764	06/15/2026			1580020 · Janitorial Services ...	-665.34	665.34
TOTAL						-665.34	665.34
Bill Pmt -Check	120158	06/26/2026	Bland Landscaping C...		1101000 · Operating Account...		-7,074.33
Bill	370171	06/01/2026			1570000 · Contracts - Landscap...	-7,074.33	7,074.33
TOTAL						-7,074.33	7,074.33
Bill Pmt -Check	120159	06/26/2026	Hawkins Inc		1101000 · Operating Account...		-359.00
Bill	7466545	06/19/2026			1580060 · Pool Services - Che...	-359.00	359.00
TOTAL						-359.00	359.00
Bill Pmt -Check	120160	06/26/2026	Jacksonville Daily Re...		1101000 · Operating Account...		-75.00
Bill	26-02867D	05/21/2026			1510120 · Legal Advertising	-75.00	75.00
TOTAL						-75.00	75.00
Bill Pmt -Check	01ACH062626	06/26/2026	Valley Bank ACH		1101000 · Operating Account...		-808.91
Bill	0659 - May 26	05/31/2026			1570040 · R&M - Entry Light, ...	-367.31	400.00
					1580080 · Amenity Supplies &...	-80.52	87.69
					1580080 · Amenity Supplies &...	-19.27	20.99
					1580080 · Amenity Supplies &...	-32.24	35.11
					1580080 · Amenity Supplies &...	-18.76	20.43
					1510150 · Website Administra...	-56.93	62.00
					1580060 · Pool Services - Che...	-233.88	254.70
TOTAL						-808.91	880.92

Trails CDD
Check Detail
June 2026

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	120161	06/30/2026	West Productions		1101000 · Operating Account...		-900.00
Bill	2641	06/24/2026			1590000 · Special Events	-900.00	900.00
TOTAL						-900.00	900.00
Bill Pmt -Check	120162	06/30/2026	Jacksonville Daily Re...		1101000 · Operating Account...		-254.00
Bill	26-03618D	06/25/2026			1510120 · Legal Advertising	-254.00	254.00
TOTAL						-254.00	254.00



P.O. Box 727
Apex, NC 27502



Phone: 919-387-0010
Fax: 919-387-0690
Billing Inquiry:
arumfelt@blandlandscaping.com

BILL TO
Vesta Property Services c/o Vesta District Services 250 International Parkway Suite 208 Lake Mary, FL 32746
Phone:

PROPERTY ADDRESS
Trails CDD 15431 Spotted Stallion Trail Jacksonville, FL 32234

INVOICE 367174
INVOICE DATE 05/26/2026

INVOICE		TERMS	
05/26/2026		NET 30	
DESCRIPTION			PRICE
05/24/2026: WORK ORDER: 168012 May 2026 Irrigation Repairs Proposal Completed: 05-19-26			\$432.00
INVOICE GRAND TOTAL			\$432.00

PROPERTY	AMOUNT	INVOICE	INVOICE DATE
10941	\$432.00	367174	05/26/2026



Remit to:
Bland Landscaping Co. Inc.
P.O. Box 727
Apex, NC 27502





INVOICE

Trails
12574 Flagler Center Boulevard
Suite 101
Jacksonville FL 32258
United States

Invoice # INV-SN-1427
Invoice Date: 6/1/2026
Due Date: 7/1/2026
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
Subscription end: 9/30/2026

Subtotal: \$384.38
Tax Total:
Total: \$384.38
Amount Paid: \$0.00

Direct Deposit Instruction:**Amount Due: \$384.38**

Bank Name: Stifel Bank
Bank Address: 8000 Maryland Avenue Ste 100, Clayton, Missouri 63105
Routing #: 081018998
Account #: 16782211

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

Check Remittance:

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

Dibartolomeo, McBee, Hartley & Barnes, PA

2222 Colonial Road, Suite 201

Fort Pierce, FL 34950

Tel: 461-8833

Fax: (772) 461-8872

Trails CDD

May 27, 2026

Invoice: 90118915

Services rendered regarding audited financial statements for the year ended
September 30, 2025.

\$3,550.00

Invoice Total \$3,550.00

INVOICE AMOUNT DUE IN 30 DAYS

We accept all major credit cards

Current	31 to 60	61 to 90	91 and Over	Total
3,550.00	0.00	0.00	0.00	3,550.00

Original



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	\$1,051.60
Invoice Number	7444334
Invoice Date	6/2/26
Sales Order Number/Type	5170811 SL
Branch Plant	74
Shipment Number	6224061

Sold To: 485905
ACCOUNTS PAYABLE
TRAILS CDD
250 International Parkway
Suite 208
Lake Mary FL 32746

Ship To: 593650
TRAIL CDD
15431 Spotted Stallion Trail
Jacksonville FL 32234

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
7/2/26	Net 30	PPD Origin	HWTG			385

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 7870-1	N	305.0000	GA	\$2.9200	GA	2,949.4 LB	\$890.60
		1 LB BLK (Mini-Bulk)		305.0000	GA			2,949.4 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00

2.000	935	Hydrochloric Acid 20'	N	1.0000	DD	\$134.0000	DD	145.0 LB	\$134.00
		145 LB DD ACID MURIATIC 20'		1.0000	DD			159.0 GW	

2.001	699922	15 GA Blu/Black Deldrum	N	1.0000	DD	\$15.0000	RD	10.0 LB	\$15.00
		DELDRM 1H1/X1.9/250		1.0000	RD			10.0 GW	

Related Order #: 05170811

***** Receive Your Invoice Via Email *****

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Page 1 of 1

Tax Rate Sales Tax
0 % \$0.00

Invoice Total

\$1,051.60

No Discounts on Freight
IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:
Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:
Email: Credit.Dept@Hawkinsinc.com
Phone Number: (612) 331-6910
Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:
US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.
Account #: 180120759469
ABA/Routing #: 091000022
Swift Code#: USBKUS44IMT
Type of Account: Corporate Checking

ACH PAYMENTS:
CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, or national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 2851314

Envera

4724 Lena Rd.
Bradenton, FL 34211
(941) 556-7066

Invoice	
Invoice Number 769909	Date 06/01/2026
Customer Number 400481	Due Date 07/01/2026

Page: 1

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Trails CDD	400481		06/01/2026	07/01/2026

Quantity	Description	Months	Rate	Amount
2539 - CCTV - Trails CDD - 15431 Spotted Stallion Trail, Jacksonville, FL				
1.00	Active Video Monitoring 07/01/2026 - 07/31/2026	1.00	\$425.00	\$425.00
1.00	Service & Maintenance 07/01/2026 - 07/31/2026	1.00	\$198.92	\$198.92
			Subtotal:	\$623.92
			Tax	\$0.00
			Payments/Credits Applied	\$0.00
			Invoice Balance Due:	\$623.92

Date	Invoice #	Description	Amount	Balance Due
6/1/2026	769909	Monitoring Services	\$623.92	\$623.92

Envera

4724 Lena Rd.
Bradenton, FL 34211
(941) 556-7066

Invoice	
Invoice Number 769909	Date 06/01/2026
Customer Number 400481	Due Date 07/01/2026

Net Due: \$623.92
Amount Enclosed: _____

Trails CDD
C/O Vesta District Services
250 International Parkway
Lake Mary, FL 32746

REMIT TO: Envera
PO Box 2086
Hicksville, NY 11802



3002 PHILIPS HWY
JACKSONVILLE, FL 32207

CROWNPOOLSINC.COM

Phone # 904-858-4300

Invoice

PAST DUE

Date	Invoice #
6/3/2026	TW6693
Terms	Due Date
Due upon receipt	6/3/2026

Bill To

Winchester Ridge-Trails CDD
Trails-CDD c/o Vesta District services
250 international Pkwy, STE 208
Lake Mary, Fl 32746

Ship To

WINCHESTER RIDGE AMENITY CENTER
15431 SPOTTED STALLION TRAIL
JACKSONVILLE, FL 32234

Quantity	Description	Rate	Serviced	Amount
1	PARTS AND LABOR TO REMOVE AND REPLACE CHLORINE LINES AND BROKEN FITTINGS ON STENNER FEEDER.	785.00	6/3/2026	785.00
			Total Invoice	\$785.00
All Credit Card Payments will have a 3% processing fee added.		Payment / Credits Applied		\$0.00
A \$25.00 LATE FEE will automatically be added to account over 60 days.		Invoice Balance		\$785.00
		Job Total Balance		\$785.00



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 432728
Date 05/31/2026
Terms Net 30
Due Date 06/30/2026
Memo Monthly Services

Bill To

Trails C.D.D.
c/o Vesta Property Services
245 Riverside Avenue, STE 300
Jacksonville FL 32202

Description	Quantity	Rate	Amount
May Payroll Fees	1	15,098.18	15,098.18
Subcontracted Fees for Operations Oversight -FCS Management Group	1	3,181.92	3,181.92

Total 18,280.10



Cost Detail

LADR Item	Expense	Totals
Wages		
Gross Wages		\$9,060.27
Overtime	\$ -	
Holiday	\$ 218.07	
Vacation	\$ -	
Holiday Worked	\$ 239.70	
Client Iss (call ins for Harold)	\$ -	
Exp. Reimb.	\$ 100.00	
Subtotal		\$9,618.04
Non-Wage Benefits		
Basic ADD	\$1.84	
Basic Life	\$10.12	
HSA Employer	\$0.00	
Medical Memo	\$1,308.00	
Tot Non-Wage Benefit		\$1,319.96
Taxes & WC		
FUTA	\$7.28	
Medicare	\$134.77	
Social Sec	\$576.31	
FL SUI	\$1.21	
Worker's Comp	\$110.30	
Total Tax & WC		\$829.87
Total from LADR		\$11,767.87

Trails/Winchester Ridge

Date 5-01-2026 to 5-31-2026

Invoice Detail

Paycom Labor Allocation Detail Report

Total Wages	\$9,618.04
Total Non-Wage Benefits	\$1,319.96
Total Tax & Worker's Comp	\$829.87
Total from LADR	\$11,767.87
Subtotal	\$11,767.87
Cost Plus Fee Multiplier	1.283
Total Cost Plus Invoice	\$15,098.18
Misc Billable Pass Thru Items Not On LADR	
Sub Contract with FCS Mgmt Group (Amenity Mgmt)	\$3,181.92
COBRA Reimbursement	\$0.00
Total Misc. Pass Thru Items	\$3,181.92
Total Cost Plus Invoice	\$18,280.10



INVOICE

Page: 1

Please Remit Payment to:

Solitude Lake Management, LLC

*****ADDRESS CHANGED*****

PO BOX 85529

CHICAGO, IL 60689-5529

Phone #: (888) 480-5253

Fax #: (888) 358-0088

Invoice Number: PSI272622

Invoice Date: 6/1/2026

Bill

To: The Trails CDD
250 International Parkway, Suite 208
Heathrow, FL 32746

Ship

To: The Trails CDD
250 International Parkway, Suite 208
Lake Mary, FL 32746
United States

Ship Via

Ship Date 6/1/2026

Due Date 7/1/2026

Terms Net 30

Customer ID 23655

P.O. Number

P.O. Date 6/1/2026

Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance		1	1	1,226.00	1,226.00
June Billing					
6/1/2026 - 6/30/2026					
Lake - ALL					
Pond 1					
Pond 10					
Pond 11					
Pond 12					
Pond 13					
Pond 14					
Pond 15					
Pond 16					
Pond 17					
Pond 18					
Pond 19					
Pond 2					
Pond 20					
Pond 21					
Pond 23					
Pond 24					
Pond 25					
Pond 26					
Pond 27					
Pond 28					
Pond 3					
Pond 4					
Pond 5					
Pond 6					
Pond 7					



INVOICE

Page: 2

Please Remit Payment to:

Solitude Lake Management, LLC

*****ADDRESS CHANGED*****

PO BOX 85529

CHICAGO, IL 60689-5529

Phone #: (888) 480-5253

Fax #: (888) 358-0088

Invoice Number: PSI272622

Invoice Date: 6/1/2026

Bill

To: The Trails CDD
250 International Parkway, Suite 208
Heathrow, FL 32746

Ship

To: The Trails CDD
250 International Parkway, Suite 208
Lake Mary, FL 32746
United States

Ship Via

Ship Date 6/1/2026

Due Date 7/1/2026

Terms Net 30

Customer ID 23655

P.O. Number

P.O. Date 6/1/2026

Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Pond 8					
Pond 9					

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 1,226.00

Subtotal: 1,226.00
Invoice Discount: 0.00
Total Sales Tax 0.00
Payment Amount: 0.00
Total: 1,226.00



8619 Western Way
Jacksonville FL 32256-036060
Customer Service (904) 731-2456
RepublicServices.com/Support

Important Information
A rate adjustment has been applied to your account.
Please contact us with any questions.

Account Number 3-0687-0012356
Invoice Number 0687-001628915
Invoice Date May 16, 2026
Previous Balance \$579.90
Payments/Adjustments -\$579.90
Current Invoice Charges \$751.10

Autopayment
\$751.10

Payment Due Date
June 05, 2026

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 05/06	5555555	-\$579.90

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Trails Cdd 15431 Spotted Stallion Trl CSA A228841164				
Jacksonville, FL Contract: 9687025 (C50)				
1 Fl Waste Container 2 Yd, 1 Lift Per Week				
Pickup Service 06/01-06/30			\$409.99	\$409.99
Administrative Fee				\$5.95
Total Fuel/Environmental Recovery Fee				\$227.36
Total Franchise - Local				\$107.80
CURRENT INVOICE CHARGES, AutoPayment due on June 05, 2026				\$751.10

Simple account access at your fingertips.

Download the Republic Services app or visit
RepublicServices.com today.



8619 Western Way
Jacksonville FL 32256-036060

Do not Pay
* Thank You For Your Automatic Payment *

Autopayment \$751.10
Payment Due Date June 05, 2026
Account Number 3-0687-0012356
Invoice Number 0687-001628915

Return Service Requested

TRAILS CDD
C/O INFRAMARK
11555 HERON BAY BLVD
SUITE 201
CORAL SPRINGS FL 33076-3360

☐
For Billing Address Changes,
Check Box and Complete Reverse.

Make Checks Payable To:

REPUBLIC SERVICES #687
PO BOX 71068
CHARLOTTE NC 28272-1068



UNDERSTANDING YOUR BILL

Visit RepublicServices.com/MyBill

UNDERSTANDING OUR RATES, CHARGES, AND FEES

Visit RepublicServices.com/customer-support/fee-disclosures

Responsible Party

All waste services are managed, performed, and billed for by individual operating subsidiaries of Republic Services, Inc. Republic Services, Inc. itself does not perform any waste services, nor does it contract for such services. The operating entity providing your waste service is identified on your invoice. Accordingly, all obligations to you, including providing quality service and billing you for service, rests with the operating entity identified on your invoice.

Residential Customers

If you are a residential customer receiving service without a signed customer service agreement, your service is subject to and governed by the Service Terms for Residential Customers located at RepublicServices.com/customer-support/residential-service-terms, which include a **CLASS ACTION WAIVER** and **ARBITRATION CLAUSE**, and our right to charge you a container removal fee upon termination of service, among other terms. These terms are subject to change so please review them upon receipt of your invoice. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice. Please note that some or all of the Service Terms for Residential Customers may not apply if your services are subject to terms mandated by a governmental entity in your locality.

Check Processing

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

Cancellation & Payment Policy

Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

Understanding Our Rates, Charges and Fees

If you are receiving service without a signed customer service agreement, please visit RepublicServices.com/Fees to review the financial terms and conditions relating to your service. If you are receiving service pursuant to a written contract, but have questions relating to any charges or fees, RepublicServices.com/Fees provides a detailed description of our most common charges and fees. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice.

IMPORTANT INFORMATION

(Continued from Page 1)

It's easy to go paperless! Sign up for Paperless Billing at RepublicServices.com and enjoy the convenience of managing your account anytime, anywhere, on any device.

Please fill out the form below if your billing address has changed and return this portion of your statement to us using the envelope enclosed. Thank you!

BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	



250 International Parkway, Suite 208

Lake Mary, FL 32746

TEL: 321-263-0132

Invoice

Bill To

Trails Community Development District
c/o Vesta District Services
250 International Parkway, STE 208
Lake Mary FL 32746

Date 05/31/2026

Invoice # 432901

In Reference To:

Billable Expenses - May 2026

**PLEASE REMIT PAYMENT TO CORPORATE HEADQUARTERS:
VESTA DISTRICT SERVICES
c/o Vesta Property Services, Inc.
245 Riverside Avenue, Suite 300
Jacksonville, FL 32202**

Description	Quantity	Rate	Amount
Billable Expenses			
Winchester Ridge / Trails CDD 15431 Spotted Stallion Trail, JACKSONVILLE, FL 32234 Harold Burns (904) 316-3075			22.47
Total Billable Expenses			22.47

Total 22.47



PO Box 733360
Dallas, TX 75373

The above address is for correspondence only.

DPFG MANAGEMENT CONSULTING
245 Riverside Ave STE 250
Jacksonville, FL 32202

Remittance Advice

Your payment is due : 05/21/2026
Invoice Number : 260503W108334
Invoice Date : 05/06/2026
Account Number : W021088396
UPS Shipper Number : E10A79

Amount Due this Invoice
\$ 121.52
Amount Enclosed
\$

Remit payment to:

Worldwide Express
P.O. BOX 733360
DALLAS, TX 75373

To ensure proper credit, return this portion with your payment.
Please make checks payable to Worldwide Express.
To avoid late fees, allow 7-10 or more days for postal delivery.



Questions?

Have a question? Call us at (800) 758-7447 or visit the Support tab at www.speedship.com.

Pay Online:

Make a payment, enroll in autopay, or file a dispute or claim online at www.speedship.com

Customer Name: DPGF MANAGEMENT CONSULTING
Invoice Number: 260503W108334
Invoice Date: 05/06/2026
Account/Shipper Number: W021088396/E10A79
Amount Due: \$ 121.52
Due Date: 05/21/2026

All services provided in connection with this invoice are solely in the capacity of a licensed property broker by the Federal Motor Carrier Safety Administration and not as the carrier of the goods. The Worldwide Express mark is a trademark of Worldwide Express Operations, LLC, which provides UPS, LTL and FTL transportation services. For more information regarding Worldwide Express and our service offerings, please contact your local Worldwide Express office or visit our website, www.wwex.com. Freight services connected to this document are provided by Worldwide Express in its capacity as a freight broker, pursuant to its property brokerage authority issued by the U.S. Department of Transportation Federal Motor Carrier Safety Administration. Worldwide Express is not a motor carrier. All prices are subject to change.

Where allowed by applicable law, (a) late fees may be assessed on past due balances and (b) credit card payments are subject to a surcharge of up to 2.65%, which will not be greater than the cost of acceptance.

Please log into your account at www.speedship.com for full terms and conditions.

Invoice Summaries

Summary by Reference 1		
Reference 1	Items	Amount
DPFG Management and Consulting	6	113.57
	1	7.95
Total Billed	7	121.52

Summary by Reference 2		
Reference 2	Items	Amount
Grand Haven - B	1	26.79
Marshall Creek- B	2	30.46
PWL- Leaders Furniture - B	1	15.23
Saddle Creek CDD - B	1	18.62
Trails - B (Pratt dep)	1	22.47
	1	7.95
Total Billed	7	121.52



Invoice No 260503W108334
Invoice Date 05/06/2026
Account No W021088396
Account DPGF MANAGEMENT CONSULTING

Via UPS On 04/22/2026

Account #	W021088396	Shipper	Receiver
Tracking Number	1ZE10A790393828600	DPFG MANAGEMENT CONSULTING	US Bank
Payer	SENDER	250 INTERNATIONAL PKWY,	CM 9690,
Zone	6	STE 208,	1200 Energy Park Drive,
Service Level	Commercial Ground	LAKE MARY, FL 32746	SAINT PAUL, MN 55108
		Marcy Scott	James Audette
		(321) 263-0132 ext. 735	(407) 835-3820

Reference# DPGF Management and Consulting
Reference# Billing To Saddle Creek CDD - B
(N.A is not acceptable)
Must Specify

Pieces	Description	Tracking #	Weight	Dims	Amount
1	SMALL PACKAGE FREIGHT FUEL SURCHARGE	1ZE10A790393828600	1 LB	L: W: H:	\$14.60 \$4.02
Total Pieces			Total Weight		Total Amount
1			1 LB		\$18.62

Via UPS On 04/27/2026

Account #	W021088396	Shipper	Receiver
Tracking Number	1ZE10A790396980298	DPFG MANAGEMENT CONSULTING	Winchester Ridge / Trails CDD
Payer	SENDER	250 INTERNATIONAL PKWY,	15431 Spotted Stallion Trail,
Zone	2	STE 208,	JACKSONVILLE, FL 32234
Service Level	Commercial Ground	LAKE MARY, FL 32746	Harold Burns
		Marcy Scott	(904) 316-3075
		(321) 263-0132 ext. 735	

Reference# DPGF Management and Consulting
Reference# Billing To Trails - B (Pratt dep)
(N.A is not acceptable)
Must Specify

Pieces	Description	Tracking #	Weight	Dims	Amount
1	SMALL PACKAGE FREIGHT FUEL SURCHARGE Delivery Area Surcharge Commercial Extended	1ZE10A790396980298	1 LB	L: W: H:	\$11.99 \$4.78 \$5.70
Total Pieces			Total Weight		Total Amount
1			1 LB		\$22.47



Invoice No 260503W108334
Invoice Date 05/06/2026
Account No W021088396
Account DPGF MANAGEMENT CONSULTING

Via UPS On 04/27/2026

Account #	W021088396	Shipper	Receiver
Tracking Number	1ZE10A790393983844	DPFG MANAGEMENT CONSULTING	Marshall Creek CDD
Payer	SENDER	250 INTERNATIONAL PKWY, STE 208,	625 PALENCIA CLUB DR, SAINT AUGUSTINE, FL 32095
Zone	2	LAKE MARY, FL 32746	Denise Powers / Jodi Moore
Service Level	Commercial Ground	Marcy Scott	(904) 810-0520
		(321) 263-0132 ext. 735	

Reference# DPGF Management and Consulting
Reference# Billing To Marshall Creek- B
(N.A is not acceptable)
Must Specify

Pieces	Description	Tracking #	Weight	Dims	Amount
1	SMALL PACKAGE FREIGHT	1ZE10A790393983844	1 LB	L: W: H:	\$11.99
	FUEL SURCHARGE				\$3.24
Total Pieces			Total Weight		Total Amount
1			1 LB		\$15.23

Via UPS On 04/29/2026

Account #	W021088396	Shipper	Receiver
Tracking Number	1ZE10A790397920707	DPFG MANAGEMENT CONSULTING	Leaders Furniture
Payer	SENDER	250 INTERNATIONAL PKWY, STE 208,	6402 N DALE MABRY HWY, TAMPA, FL 33614
Zone	2	LAKE MARY, FL 32746	Joel Johnson
Service Level	Commercial Ground	Marcy Scott	(813) 995-2437
		(321) 263-0132 ext. 735	

Reference# DPGF Management and Consulting
Reference# Billing To PWL- Leaders Furniture - B
(N.A is not acceptable)
Must Specify

Pieces	Description	Tracking #	Weight	Dims	Amount
1	SMALL PACKAGE FREIGHT	1ZE10A790397920707	1 LB	L: W: H:	\$11.99
	FUEL SURCHARGE				\$3.24
Total Pieces			Total Weight		Total Amount
1			1 LB		\$15.23



Invoice No 260503W108334
Invoice Date 05/06/2026
Account No W021088396
Account DPGF MANAGEMENT CONSULTING

Via UPS On 04/29/2026

Account #	W021088396	Shipper	Receiver
Tracking Number	1ZE10A790293171651	DPFG MANAGEMENT CONSULTING	ET&T Distributors, Inc.
Payer	SENDER	250 INTERNATIONAL PKWY,	1961 S. Ridgewood Avenue,
Zone	202	STE 208,	SOUTH DAYTONA, FL 32119
Service Level	UPS 2nd Day Air	LAKE MARY, FL 32746	Accounting
		Marcy Scott	(386) 322-7789
		(321) 263-0132 ext. 735	

Reference# DPGF Management and Consulting
Reference# Billing To Grand Haven - B
(N.A is not acceptable)
Must Specify

Pieces	Description	Tracking #	Weight	Dims	Amount
1	SMALL PACKAGE FREIGHT	1ZE10A790293171651	1 LB	L: W: H:	\$20.73
	FUEL SURCHARGE				\$6.06
Total Pieces			Total Weight		Total Amount
1			1 LB		\$26.79

Via UPS On 04/30/2026

Account #	W021088396	Shipper	Receiver
Tracking Number	1ZE10A790394971060	DPFG MANAGEMENT CONSULTING	Marshall Creek CDD
Payer	SENDER	250 INTERNATIONAL PKWY,	625 PALENCIA CLUB DR,
Zone	2	STE 208,	SAINT AUGUSTINE, FL 32095
Service Level	Commercial Ground	LAKE MARY, FL 32746	Denise Powers / Jodi Moore
		Marcy Scott	(904) 810-0520
		(321) 263-0132 ext. 735	

Reference# DPGF Management and Consulting
Reference# Billing To Marshall Creek- B
(N.A is not acceptable)
Must Specify

Pieces	Description	Tracking #	Weight	Dims	Amount
1	SMALL PACKAGE FREIGHT	1ZE10A790394971060	1 LB	L: W: H:	\$11.99
	FUEL SURCHARGE				\$3.24
Total Pieces			Total Weight		Total Amount
1			1 LB		\$15.23



Invoice No	260503W108334
Invoice Date	05/06/2026
Account No	W021088396
Account	DPFG MANAGEMENT CONSULTING

ADJUSTMENTS AND OTHER CHARGES	DESCRIPTION	
	INVOICE PROCESSING FEE	\$7.95
	SUBTOTAL	\$7.95
	Invoice Total	\$121.52



Corporate Trust Services
Ft. MN-AW3L
60 Livingston Ave
St. Paul, MN 55107

Invoice Number: 8199543
Account Number: 7918891
Invoice Date: 05/22/2026
Direct Inquiries To: Audette, James J
Phone: (407)-835-3820

The Trails CDD
C/O Vesta
250 International Parkway
Suite 208
Lake Mary, FL 32746
United States

RECEIVED JUN 03 2025

TRAILS COMMUNITY DEVELOPMENT DISTRICT
2007

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE

\$4,256.13

All invoices are due upon receipt

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank

TRAILS COMMUNITY DEVELOPMENT DISTRICT
2007

Invoice Number	8199543
Account Number	7918891
Current Due:	\$4,256.13
Direct Inquiries To	Audette, James J
Phone:	(407)-835-3820

Wire Instructions:

U.S. Bank
ABA # 091000022
Acct # 1-801-8013-5135
Trust Acct # 7918891
Invoice # 8199543
Attn: Fee Dept St. Paul

Please mail payments to:

U.S. Bank
CM-9630
PO BOX 70870
St. Paul, MN 55170-9690





Corporate Trust Services
EP-MN-WM3L
83 Livingston Ave
St Paul MN 55107

Invoice Number: 8189543
Invoice Date: 05/22/2026
Account Number: 7918891
Direct Inquiries To: Auctette, James J
Phone: (407)-835-3820

TRAILS COMMUNITY DEVELOPMENT DISTRICT
2007

Accounts Included	7918880	7918890	7918891	7918892	7918893	7918895
In This Relationship	7918896	7918897	7918898			

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04200 Trustee	1.00	3,950.00	100.00%	\$3,950.00
Subtotal Administration Fees - In Advance 05/01/2026 - 04/30/2027				\$3,950.00
Incidental Expenses 05/01/2026 to 04/30/2027	3,950.00	0.0775		\$306.13
Subtotal Incidental Expenses				\$306.13
TOTAL AMOUNT DUE				\$4,256.13





Turner
Pest Control
turnerpest.com

Turner Pest Control LLC
PO Box 600323
Jacksonville, FL 32260-0323
904-355-5300

Service Slip/Invoice

INVOICE: 620902196
DATE: 07/24/2025
ORDER: 620902196

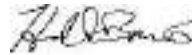
Bill To:

[185083]
Trails CDD
C/o Rizzetta Company, Inc
3434 Colwell Ave
Suite 200
Tampa, FL 33614-8390

Work
Location:

[178620] 904-748-0051
Trails CDD
Main Ctr, Gym, Bathr
15431 Spotted Stallion Trl
Jacksonville, FL 32234-2399

Work Date	Time	Target Pest	Technician	Time In
07/24/2025	11:47 AM			11:47 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	04/21/2026		12:22 PM

Service	Description	Price
CPCQ	Commercial Pest Control - Quarterly Service	\$93.69
		SUBTOTAL \$93.69
		TAX \$0.00
		AMT. PAID \$0.00
		TOTAL \$93.69
		AMOUNT DUE \$93.69
		
TECHNICIAN SIGNATURE		
		
harold burns CUSTOMER SIGNATURE		

* Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law.
Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

PLEASE PAY FROM THIS INVOICE



250 International Parkway, Suite 208

Lake Mary, FL 32746

TEL: 321-263-0132

Invoice

Bill To

Trails Community Development District
c/o Vesta District Services
250 International Parkway, STE 208
Lake Mary FL 32746

Date 06/01/2026

Invoice # 433060

In Reference To:

Monthly contracted management fees, as follows:

PLEASE REMIT PAYMENT TO CORPORATE HEADQUARTERS:
VESTA DISTRICT SERVICES
c/o Vesta Property Services, Inc.
245 Riverside Avenue, Suite 300
Jacksonville, FL 32202

Description	Quantity	Rate	Amount
District Management Services	1	2,000.00	2,000.00
Accounting	1	1,666.67	1,666.67
Administration	1	1,666.67	1,666.67
Assessment Preparation/Collection	1	492.17	492.17
Website	1	229.07	229.07

Total 6,054.58

Hello Trails Cdd,

Thanks for choosing Comcast Business.

Your bill at a glance

For 15431 SPOTTED STALLION TRL, JACKSONVILLE, FL, 32234-2399

Previous balance		\$642.97
EFT Payment - thank you	May 12	-\$642.97
Balance forward		\$0.00
Regular monthly charges	Page 3	\$595.25
Taxes, fees and other charges	Page 3	\$45.28
New charges		\$640.53

Amount due

\$640.53

Your bill explained

- This page gives you a quick summary of your monthly bill. A detailed breakdown of your charges begins on page 3.

!

Thanks for paying by Automatic Payment

Your automatic payment on Jun 11, 2026, will include your amount due, plus or minus any payment related activities or adjustments, and less any credits issued before your bill due date.

Need help?

Visit business.comcast.com/help or see page 2 for other ways to contact us.

Detach the bottom portion of this bill and enclose with your payment

Please write your account number on your check or money order

Do not include correspondence with payment

Account number

8495 74 120 1695610

Automatic payment

Jun 11, 2026

Please pay

\$640.53

Electronic payment will be applied Jun 11, 2026

COMCAST
BUSINESS

1401 NORTHPOINT PKWY W PALM
BCH FL 33407-1937

TRAILS CDD
11555 HERON BAY BLVD, STE 201
CORAL SPRINGS, FL 33076

COMCAST
PO BOX 71211
CHARLOTTE NC 28272-1211

849574120169561000640532

Download the Comcast Business App

Business is always moving. Our app was built for this. Manage your account anytime, anywhere with the Comcast Business App – the easy way to manage your services on the go.

- Manage your account details
- Pay your bill and customize billing options
- View upcoming appointments

Scan the QR Code with your phone or mobile device to get started.



Faster speeds. More solutions. Bigger savings.

Comcast Business now offers **NEW** packages with faster speeds and innovative Voice and security solutions – at a better value.

Call today for a FREE account review at 877-564-0318.

Need help? We're here for you



Visit us online

Get help and support at
business.comcast.com/help



Call us anytime

800-391-3000

Open 24 hours, 7 days a week for billing and technical support

Useful information

Moving?

We can help ensure it's a smooth transition.

Visit **business.comcast.com/learn/moving** to learn more.

Accessibility:

If you are hearing impaired, call 711. For issues affecting customers with disabilities, call **1-855-270-0379**, chat live at **support.xfinity.com/accessibility**, email **accessibility@comcast.com**, fax **1-866-599-4268** or write to Comcast at 1701 JFK Blvd., Philadelphia, PA 19103-2838. Attn: M. Gifford..

Ways to pay



No more mailing monthly checks

Set up Auto Pay to save time, energy and stamps. It's easy to enroll, just visit **business.comcast.com/myaccount**



Go paperless and say goodbye to clutter

Sign up for Paperless Billing to view and pay your bill online. It's faster, easier and helps cut down on clutter. Visit **business.comcast.com/myaccount** to get started.

Additional billing information

More ways to pay:



Online

Visit My Account at **business.comcast.com/myaccount**



Comcast Business App

Download the Comcast Business App



In-Store

Visit **business.comcast.com/servicecenter** to find a store near you

Regular monthly charges **\$595.25**

Comcast Business	\$573.25
Bundled services	\$334.95
Data, Voice Package Package Includes: Business Internet 300+ and 1 Mobility Voice Line.	\$334.95
TV services	\$135.45
TV Basic Business Video.	\$75.95
TV Adapter	\$11.95
Broadcast TV Fee	\$47.55
Internet services	\$67.90
Static IP - 5	\$39.95
Equipment Fee Internet.	\$27.95
Voice services	\$44.95
Mobility Voice Line Business Voice.	\$44.95
Other credits and discounts	-\$10.00
Ecobill/autopay Discount	-\$10.00

Service fees **\$22.00**

Directory Listing Management Fee	\$11.00
Voice Network Investment	\$11.00

Taxes, fees and other charges **\$45.28**Other charges **\$9.08**

Federal Universal Service Fund	\$4.13
Regulatory Cost Recovery	\$4.95

Taxes & government fees **\$36.20**

Sales Tax	\$3.00
State Communications Services Tax	\$17.91
Local Communications Services Tax	\$14.49
911 Fees	\$0.80

What's included?



Internet: Fast, reliable internet on our
Gig-speed network



TV: Keep your employees informed and
customers entertained



Voice Numbers: (904)748-0051,
(904)748-0052

Visit business.comcast.com/myaccount for more
details

You've saved \$10.00 this month with your
ecobill/autopay discount.

Additional information

The Regulatory Cost Recovery fee is neither government mandated nor a tax, but is assessed by Comcast to recover certain federal, state, and local regulatory costs.

Acceptable Use Policy Update: We've made updates to our Acceptable Use Policy (AUP). You can view the updated AUP at business.comcast.com/terms-conditions-smb.

Comcast Business Update: Effective May 7, 2026, FanDuel Sports Network is no longer available with Comcast Business TV.

VOICEMAIL UPDATE: Effective June 30, 2026, voicemail recordings and transcripts across our Voice services will be retained for the earlier of (i) two years and (ii) the date the voicemail was deleted by customer. This update helps ensure consistent data management across our platforms and applies to Comcast Business VoiceEdge (BVE), Comcast Business Voice (BV), Comcast VoiceEdge Service (VES), and Unified Communications (UC). Trunking (PRI and SIP) and Managed Voice services are not affected.

Parental Controls: With parental controls, you can choose and manage the programming that is right for your family. Learn more at: business.comcast.com/support/article/tv/x1-parental-controls-safe-browse.

Recent and Upcoming Programming Changes: Information on recent and upcoming programming changes can be found at xfinity.com/programmingchanges/ or by calling 866-216-8634.



We have the solutions to help your business be ready for what's next.

There's a reason why more businesses count on Comcast Business than any other provider. We help keep your business reliably connected with smart, simple solutions.

- ✓ Comcast Business is designed for 100% reliability with Business Internet and Wireless Connect
- ✓ Advanced cybersecurity to help protect all your connected devices
- ✓ Advanced WiFi with features that you can control
- ✓ Switch to Comcast Business Mobile to get the fastest mobile service with 5G cellular and millions of WiFi hotspots

Call or visit us today to schedule a personalized account review and get the most out of your service.

Call: **1-866-829-7295**

Visit: **comcastbusiness.com/accountreview**

Restrictions apply. Not available in all areas. Services and features vary depending on level of service. Comcast Business SecurityEdge®, Wireless Connect, Advanced WiFi and Comcast Business Mobile each requires Comcast Business Internet (and compatible leased router for SecurityEdge®, Wireless Connect and WiFi Pro) for additional monthly charge. **Internet:** Actual speeds vary and are not guaranteed. **SecurityEdge®:** Will not work if connected via public WiFi, and may not work if connected via Wireless Connect, virtual private network technology or non-Comcast DNS servers. **Wireless Connect:** Fully charged battery backup will provide up to 8 hours of power to the Wireless Connect device depending on level of service. WiFi feature must be enabled to connect wireless devices. Actual backup time varies depending on number of connected devices and is not guaranteed. **Comcast Business Mobile:** Up to 20 lines. Pricing subject to change. For Comcast Business Mobile Disclosures visit: <https://business.comcast.com/policies/broadband-disclosures>. Comcast Business Mobile utilizes the network with the highest RootMetrics® 5G reliability rankings in 2H '25. WiFi not tested. Results may vary. Not an endorsement. Call for restrictions and complete details. © 2026 Comcast.

ADP99996-0005

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

June 9, 2026

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3760559

Client Matter No. 20723-1

Notification Email: efgroup@kutakrock.com

Ms. Melissa Dobbins
The Trails CDD
c/o Vest Property Services
Suite 208
250 International Parkway
Lake Mary, FL 32746

Invoice No. 3760559
20723-1

Re: The Trails CDD - General Counsel

For Professional Legal Services Rendered

03/02/26	W. Haber	0.20	67.00	Review agenda for March meeting
03/06/26	W. Haber	0.30	100.50	Confer with McGaffney regarding pond banks and related matters
03/07/26	L. Whelan	0.50	192.50	Monitor legislative process relating to matters impacting special districts
03/10/26	W. Haber	1.70	569.50	Confer with engineer regarding pond bank report; prepare for and participate in Board meeting
03/12/26	W. Haber	0.30	100.50	Confer with McGaffney regarding amendment to agreement with Future Horizons
03/13/26	K. Haber	0.50	142.50	Prepare agreement for financial compliance and accounting services
03/13/26	W. Haber	0.20	67.00	Review correspondence regarding management agreements; begin preparation of same
03/20/26	K. Jusevitch	0.10	17.00	Correspond with district manager regarding budget and election schedule
03/21/26	S. Sandy	0.10	34.50	Prepare FYE 2027 budget documents

KUTAK ROCK LLP

Trails CDD (The)

June 9, 2026

Client Matter No. 20723-1

Invoice No. 3760559

Page 2

03/23/26	K. Haber	0.30	85.50	Prepare amendment to amenity facilities management agreement
03/24/26	W. Haber	0.30	100.50	Review correspondence regarding agreement with HOA; confer with counsel for HOA
03/26/26	W. Haber	0.40	134.00	Review correspondence and confer with Douglas regarding license agreement
03/27/26	W. Haber	0.50	167.50	Confer with counsel for HOA regarding easement; review correspondence regarding pond restoration
04/01/26	A. Cox	1.60	272.00	Prepare resolution approving FY 2027 proposed budget and setting hearing, resolution adopting FY 2027 budget, FY 2027 annual assessment resolution, published notice for assessment increase and budget hearing and mailed notice for assessment increase and budget hearing
04/03/26	W. Haber	0.40	134.00	Review and revise license agreement
04/03/26	G. Lovett	0.50	140.00	Monitor legislative process relating to matters impacting special districts
04/06/26	A. Cox	1.90	323.00	Prepare revised rules of procedure, resolution setting public hearing on revised rules of procedure, resolution adopting revised rules of procedure, notice of rule development for revised rules of procedure, notice of rulemaking for revised rules of development and confer with Haber regarding same
04/07/26	W. Haber	0.30	100.50	Review and respond to inquiry regarding license agreement with HOA
04/13/26	W. Haber	0.20	67.00	Review and revise budget approval resolution; confer with Leger regarding same
04/14/26	W. Haber	2.40	804.00	Prepare for and participate in Board meeting

KUTAK ROCK LLP

Trails CDD (The)

June 9, 2026

Client Matter No. 20723-1

Invoice No. 3760559

Page 3

04/16/26	K. Haber	1.40	399.00	Prepare cease and desist letter regarding amenity center unauthorized event; correspond with McGaffney regarding same; revise letter
04/16/26	W. Haber	0.40	134.00	Confer with McGaffney regarding pool party; review and revise correspondence regarding same
04/17/26	A. Cox	0.80	136.00	Prepare notice of termination letter to Future Horizons and confer with Haber regarding same
04/20/26	A. Cox	0.80	136.00	Prepare agreement for pond maintenance with Solitude and confer with Haber regarding same
04/21/26	A. Cox	0.70	119.00	Confer with Haber regarding changes to notice of termination letter, review and revise notice of termination letter and disseminate to McGaffney regarding same; confer with McGaffney regarding review of notice of termination letter and go ahead to disseminate to vendor
04/22/26	W. Haber	0.80	268.00	Review and revise agreement with Solitude; begin preparation of agreement with Pratt; prepare RFQ for engineering services
04/22/26	K. Jusevitch	0.20	34.00	Confer with Haber regarding engineer procurement
04/24/26	W. Haber	0.20	67.00	Review correspondence regarding agreement for bridge repair; confer with McGaffney regarding same
04/27/26	W. Haber	0.40	134.00	Review proposed revisions to Solitude agreement; review correspondence regarding demand letter
04/29/26	J. Brown	0.30	135.00	Correspondence regarding amenity center; consider same and potential claims; follow-up
04/29/26	W. Haber	0.20	67.00	Review and respond to inquiry regarding demand letter for costs

KUTAK ROCK LLP

Trails CDD (The)

June 9, 2026

Client Matter No. 20723-1

Invoice No. 3760559

Page 4

04/30/26	K. Haber	0.50	142.50	Prepare request for damages notice
04/30/26	W. Haber	0.50	167.50	Research issue regarding damages for tortuous interference; finalize agreement for pond maintenance

TOTAL HOURS	19.90
-------------	-------

TOTAL FOR SERVICES RENDERED	\$5,558.00
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DISBURSEMENTS

Freight and Postage	59.75
Reproduction Costs	1.40

TOTAL DISBURSEMENTS	<u>61.15</u>
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TOTAL CURRENT AMOUNT DUE	<u>\$5,619.15</u>
--------------------------	-------------------



P.O. Box 727
Apex, NC 27502



Phone: 919-387-0010
Fax: 919-387-0690
Billing Inquiry:
arumfelt@blandlandscaping.com

BILL TO Vesta Property Services c/o Vesta District Services 250 International Parkway Suite 208 Lake Mary, FL 32746 Phone:

PROPERTY ADDRESS Trails CDD 15431 Spotted Stallion Trail Jacksonville, FL 32234

INVOICE 371001
INVOICE DATE 06/15/2026

INVOICE		TERMS	
06/15/2026		NET 30	
DESCRIPTION			PRICE
06/07/2026: WORK ORDER: 169436 June 2026 Irrigation Repairs Completed: 06/04/26			\$250.00
INVOICE GRAND TOTAL			\$250.00

PROPERTY 10941	AMOUNT \$250.00	INVOICE 371001	INVOICE DATE 06/15/2026
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Remit to:
Bland Landscaping Co. Inc.
P.O. Box 727
Apex, NC 27502



Original



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	\$450.00
Invoice Number	7455524
Invoice Date	6/11/26
Sales Order Number/Type	5182757 SL
Branch Plant	74
Shipment Number	6239162

Sold To: 485905
ACCOUNTS PAYABLE
TRAILS CDD
250 International Parkway
Suite 208
Lake Mary FL 32746

Ship To: 593650
TRAIL CDD
15431 Spotted Stallion Trail
Jacksonville FL 32234

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
7/11/26	Net 30	PPD Origin	HWTG			385

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 7870-1	N	150.0000	GA	\$2.9200	GA	1,450.5 LB	\$438.00
		1 LB BLK (Mini-Bulk)		150.0000	GA			1,450.5 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00

***** Receive Your Invoice Via Email *****

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Page 1 of 1

Tax Rate	Sales Tax
0 %	\$0.00

Invoice Total

\$450.00

No Discounts on Freight
IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:

Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:

Email: Credit.Dept@Hawkinsinc.com
Phone Number: (612) 331-6910
Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:

US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.

Account #: 180120759469

ABA/Routing #: 091000022

Swift Code#: USBKUS44IMT

Type of Account: Corporate Checking

ACH PAYMENTS:

CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:

Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, or national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 2902918



Air to Air Inc.
11578 Davis Creek Ct
Jacksonville FL 32256
Phone: 904-262-4279
Fax: 904-262-0772

INVOICE

DATE

6/9/2026

INVOICE #

S62280

CUST #

0034161

BILL TO:

Vesta District Services
250 International Pkwy, Ste. 2
Lake Mary FL 32746

SHIP TO:

CDD Trails
15431 Spotted Stallion Trail
Jacksonville FL 32234

P.O. NUMBER		TERMS		PHASE	
		COD			
JOB# - Address					
QUAN	DESCRIPTION		PRICE EACH	AMOUNT	
	CHECKED BOTH SYSTEMS. THE SMALL CDU CLOSEST TO THE PARKING LOT IS TURNED OFF. COMPRESSOR WAS MAKING A LOUD NOISE AND IS OUT ON OVERLOAD.				
	WE WILL NEED TO COME BACK AND TURN DISCONNECT ON AND CHECK COMPRESSOR.				
6.00	16 X 25 X1 FILTERS		14.50	87.00	
1.00	ESA X2		350.00	350.00	
	EMAILED HAROLD INVOICE				

INVOICE

C Buss Enterprises Inc
152 Lipizzan Trl
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com
+1 (904) 710-8161
www.cbussenterprises.com



Bill to
Trails CDD
250 International Parkway
Suite 208
Lake Mary, FL 32746

Ship to
Trails CDD
Winchester Ridge
15431 Spotted Stallion Trail
Jacksonville, FL 32234

Invoice details

Invoice no.: 6433
Terms: Net 30
Invoice date: 06/08/2026
Due date: 07/08/2026

#	Product or service	Description	Qty	Rate	Amount
1.	POOL REPAIR	PATCH THE POPOUT OF PLASTER IN THE DEEP-END OF POOL WITH A BLEND OF HYDRAULIC CEMENT AND QUARTZ FINISH TO MATCH EXISTING FINISH AS CLOSE AS POSSIBLE. A CERTIFIED DIVER WILL BE REQUIRED TO DIVE DOWN AND COMPLETE THE REPAIR. DUE TO THE NATURE OF THIS REPAIR THERE ARE NO GUARANTEES/NO WARRANTY	1	\$4,500.00	\$4,500.00

Ways to pay



THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS
PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN
TRAIL, ST. AUGUSTINE, FL 32095

Total \$4,500.00

View and pay



225 N. Pearl St.
Jacksonville, FL
32202-4513



TRAILS COMMUNITY DEVELOPMENT DISTRICT



Phone: (904) 665-6000



Online: jea.com



Business Customers: (904) 665-6250

Account #: 0715007480
Bill Date: 06/03/26
Cycle: 06

Amount Due
\$2,208.81

Do not pay. AutoPay will process your payment on 06/25/26.

TOTAL SUMMARY OF CHARGES

Electric	\$	1,563.20
Water		190.83
Sewer		407.24
Irrigation		47.54
Total New Charges	\$	2,208.81

(A complete breakdown of charges can be found on the following pages.)

Previous Balance	\$	2,017.58
Payment(s) Received		-2,017.58
Balance Before New Charges		0.00
New Charges		2,208.81

Do not pay. AutoPay will process your payment on 06/25/26. **\$ 2,208.81**

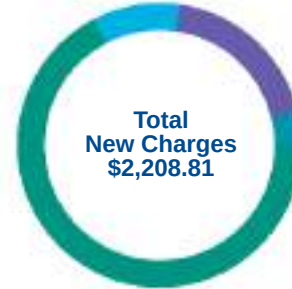
MESSAGES



Improving your facility's lighting is one of the most cost-effective steps that you can take.



JEA's 2025 Water Quality report is available at jea.com/WQR2025. This report contains important information about the source and quality of your drinking water. To request a paper copy, email your address to waterquality@jea.com or call 665-6000.



Electric	\$1,563.20
Water	\$190.83
Sewer	\$407.24
Irrigation	\$47.54

PLEASE DETACH AND RETURN PAYMENT STUB BELOW WITH TOTAL DUE IN ENVELOPE PROVIDED.

Additional information on reverse side. →


☐

Check here for telephone/mail address correction and fill in on reverse side.

☐

Add \$_____ to my monthly bill: \$_____ for Neighbor to Neighbor and/or \$_____ for the Prosperity Scholarship Fund. I will notify JEA when I no longer wish to contribute.

Acct #: **0715007480**

Bill Date: **06/03/26**

Do not pay. AutoPay will process your payment on 06/25/26.

TOTAL AMOUNT PAID

\$2,208.81

TRAILS COMMUNITY DEVELOPMENT DISTRICT

250 INTERNATIONAL PKWY STE 208
LAKE MARY FL 32746-5062

Visit jea.com to:



Pay Your Bill



Manage Your Alerts



Transfer Service

[Report or View Outages](#)

Email Us



Update Your Information



Learn About Rates



Understand Your Bill



STATEMENT INFORMATION

APPLICATION AND CONTRACT FOR SERVICE—Customers may review terms and conditions of service and policies on jea.com, or may call, write or email JEA to request a copy. Requesting of utility service and JEA's acceptance to provide utility service, including the rendering of a bill, **constitutes** a binding contractual agreement between JEA and the customer, including each financially responsible person or entity as defined by applicable State, City and Utility regulations and policies, whether or not services is listed in that individual's name.

Please review your billing statement. Should you suspect a billing or payment error, please notify us immediately at 665-6000. **Commercial customers can call us at 665-6250.** You have 90 days from the statement date to request a JEA review for correction or credit.

ADDRESS CORRECTION

Account # 0715007480

Tel: [Redacted]

Address:

City: State: Zip Code: —

E-mail:



TRAILS COMMUNITY DEVELOPMENT DISTRICT

Account #: 0715007480

Bill Date: 06/03/26

Cycle: 06



Phone: (904) 665-6000



Online: jea.com

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 15431 SPOTTED STALLION TRL

Service Period: 05/01/26 - 06/02/26 Reading Date: 06/02/26

Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
22953185	32	14286	Regular	40	6640 KWH
22953185	32	.56	Regular	40	22.40 KW

Basic Monthly Charge	\$	25.00
Energy Charge (\$0.06813 per kWh)		452.38
Tax Exempt Fuel Cost (\$0.03983 per kWh)		264.47
Taxable Fuel Cost (\$0.00511 per kWh)		33.93
City of Jacksonville Franchise Fee		23.27
Gross Receipts Tax		20.49

Total Current Electric Charges \$ 819.54

WATER SERVICE

Billing Rate: Commercial Water Service

Service Address: 15431 SPOTTED STALLION TRL

Service Period: 04/30/26 - 06/01/26 Reading Date: 06/01/26

Service Point: Commercial - Water/Sewer

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
85979421	32	4709	Regular	1 1/2	44000 GAL

Basic Monthly Charge	\$	50.63
Water Consumption Charge		134.64
City of Jacksonville Franchise Fee		5.56

Total Current Water Charges \$ 190.83

SEWER SERVICE

Billing Rate: Commercial Sewer Service

Service Address: 15431 SPOTTED STALLION TRL

Service Period: 04/30/26 - 06/01/26 Reading Date: 06/01/26

Service Point: Commercial - Water/Sewer

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
85979421	32	4709	Regular	1 1/2	44000 GAL

Basic Monthly Charge	\$	167.90
Sewer Usage Charge		227.48
City of Jacksonville Franchise Fee		11.86

Total Current Sewer Charges \$ 407.24

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 15796 NORMANDY BV APT SL01

Service Period: 05/01/26 - 06/02/26 Reading Date: 06/02/26

Service Point: Arealight 01- Metered

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
24111930	32	115	Regular	1	3 KWH

Basic Monthly Charge	\$	25.00
Energy Charge (\$0.06813 per kWh)		0.20
Tax Exempt Fuel Cost (\$0.03983 per kWh)		0.12
Taxable Fuel Cost (\$0.00511 per kWh)		0.02
City of Jacksonville Franchise Fee		0.76
Gross Receipts Tax		0.67

Total Current Electric Charges \$ 26.77

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 15796 NORMANDY BV APT SL02

Service Period: 05/01/26 - 06/02/26 Reading Date: 06/02/26

Service Point: Arealight 02 - Metered

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
24067363	32	4670	Regular	1	74 KWH

Basic Monthly Charge	\$	25.00
Energy Charge (\$0.06813 per kWh)		5.04
Tax Exempt Fuel Cost (\$0.03983 per kWh)		2.95
Taxable Fuel Cost (\$0.00511 per kWh)		0.38
City of Jacksonville Franchise Fee		1.00
Gross Receipts Tax		0.88

Total Current Electric Charges \$ 35.25

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 6021 WINDING MARE BV APT IR01

Service Period: 05/01/26 - 06/02/26 Reading Date: 06/02/26

Service Point: Irrigation 1 - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
24065140	32	28621	Regular	1	1580 KWH

Basic Monthly Charge	\$	25.00
Energy Charge (\$0.06813 per kWh)		107.65
Tax Exempt Fuel Cost (\$0.03983 per kWh)		62.93
Taxable Fuel Cost (\$0.00511 per kWh)		8.07
City of Jacksonville Franchise Fee		6.11
Gross Receipts Tax		5.38

Total Current Electric Charges \$ 215.14



TRAILS COMMUNITY DEVELOPMENT DISTRICT

Account #: 0715007480

Bill Date: 06/03/26

Cycle: 06



Phone: (904) 665-6000



Online: jea.com

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 6040 WINDING MARE BV APT IR01

Service Period: 05/01/26 - 06/02/26 Reading Date: 06/02/26

Service Point: Irrigation 1 - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
24067347	32	38277	Regular	1	824 KWH

Basic Monthly Charge	\$	25.00
Energy Charge (\$0.06813 per kWh)		56.14
Tax Exempt Fuel Cost (\$0.03983 per kWh)		32.82
Taxable Fuel Cost (\$0.00511 per kWh)		4.21
City of Jacksonville Franchise Fee		3.55
Gross Receipts Tax		3.12

Total Current Electric Charges \$ 124.84

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 6070 WINDING MARE BV APT IR01

Service Period: 05/01/26 - 06/02/26 Reading Date: 06/02/26

Service Point: Irrigation 1 - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
26020424	32	22437	Regular	1	0 KWH

Basic Monthly Charge	\$	25.00
City of Jacksonville Franchise Fee		0.75
Gross Receipts Tax		0.66

Total Current Electric Charges \$ 26.41

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 6186 WINDING MARE BV APT FS01

Service Period: 05/01/26 - 06/02/26 Reading Date: 06/02/26

Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
24319193	32	54696	Regular	1	2197 KWH

Basic Monthly Charge	\$	25.00
Energy Charge (\$0.06813 per kWh)		149.68
Tax Exempt Fuel Cost (\$0.03983 per kWh)		87.51
Taxable Fuel Cost (\$0.00511 per kWh)		11.23
City of Jacksonville Franchise Fee		8.20
Gross Receipts Tax		7.22

Total Current Electric Charges \$ 288.84

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 6187 WINDING MARE BV APT FS01

Service Period: 05/01/26 - 06/02/26 Reading Date: 06/02/26

Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
24319269	32	67018	Regular	1	0 KWH

Basic Monthly Charge	\$	25.00
City of Jacksonville Franchise Fee		0.75
Gross Receipts Tax		0.66

Total Current Electric Charges \$ 26.41

IRRIGATION SERVICE

Billing Rate: Commercial Irrigation Service

Service Address: 8145 MCCLELLAND RD APT IR01

Service Period: 04/30/26 - 06/01/26 Reading Date: 06/01/26

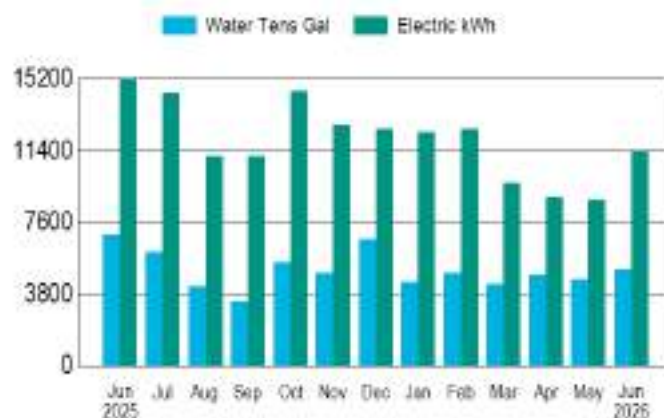
Service Point: Irrigation 1 - Commercial

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
91398507	32	324	Regular	3/4	7000 GAL

Basic Monthly Charge	\$	18.23
Tier 1 Consumption (1 - 7 Kgal @ \$3.99 kgal)		27.93
City of Jacksonville Franchise Fee		1.38

Total Current Irrigation Charges \$ 47.54

CONSUMPTION HISTORY



	1 Year Ago	Last Month	This Month	Average Daily
Total kWh Used	15,185	8,756	11,318	354
Total Gallons Used	69,000	46,000	51,000	1,594

10475 Fortune Pkwy Ste 101
Jacksonville, FL 32256
904.240.1351 MAIN
www.alliant-inc.com



Remit to:
733 Marquette Ave Ste 700
Minneapolis, MN 55402
612.758.3080 MAIN
www.alliant-inc.com

Howard "Mac" McGaffney
Trails Community Development District
250 International Pkwy, Ste. 208
Lake Mary, FL 32746

June 18, 2026
Invoice No: 85648
Due Date: July 18, 2026

Project Contact **Howard "Mac" McGaffney**

Project 4000434-00 Trails CDD General Services
Email Invoice to: Districtap@vestapropertyservices.com

Professional Services from May 01, 2026 to May 31, 2026

Task 001 General services

Professional Personnel

		Hours	Rate	Amount
Employee				
Landing, David	3/6/2026	1.50	245.00	367.50
Finishing and submitting Pond Drainage report. Will require follow up.				
Landing, David	3/9/2026	1.00	245.00	245.00
Attend regularly scheduled CDD meeting to discuss submitted pond erosion mitigation report. Discuss next steps for preparing bid documents to repair ponds.				
Landing, David	3/19/2026	.50	245.00	122.50
organizing plans and construction documents for bid package for repairs (0.5 hrs)				
Landing, David	3/20/2026	.50	245.00	122.50
organizing plans and construction documents for bid package for repairs (0.5 hrs)				
Landing, David	3/24/2026	1.00	245.00	245.00
Do final review of Pond Erosion repair docs for submittal, generate contractor list to have bids prepared. (1 hr)				
Landing, David	3/25/2026	1.00	245.00	245.00
Do final review of Pond Erosion repair docs for submittal, generate contractor list to have bids prepared. (1 hr)				
Landing, David	3/27/2026	.50	245.00	122.50
Do final review of Pond Erosion repair docs for submittal, generate contractor list to have bids prepared. Correspondance. (0.5 hr)				
Landing, David	3/30/2026	1.00	245.00	245.00
Review Pond repair plans, correspond with Chantel, set up ftp for relay of drone photos				
Mansen, Andrew	3/18/2026	1.75	155.00	271.25
Working on a 22x34 plan which includes pictures of Pond 25 and 26				
Mansen, Andrew	4/2/2026	4.00	155.00	620.00
Mansen, Andrew	4/7/2026	1.00	155.00	155.00
Working on the exhibits to send to contractors for the pond 25/26 slope and structure repairs				
Mansen, Andrew	4/8/2026	2.00	155.00	310.00
Working on the exhibits to send to contractors for the pond 25/26 slope and structure repairs				

Project	4000434-00	Trails CDD General Services			Invoice	85648
Mansen, Andrew	4/9/2026		1.75	155.00	271.25	
Working on the exhibits to send to contractors for the pond 25/26 slope and structure repairs. Also, contacting multiple contractors to request cost estimates.						
Truson, Nicholas	4/3/2026		2.00	125.00	250.00	
Pond rehab plans						
	Totals		19.50		3,592.50	
	Total Labor					3,592.50
				Total this Task		\$3,592.50
Task	099	Reimbursable Expenses				
				Total this Task		0.00
				Total this Invoice		\$3,592.50

ULINE

SHIPPING SUPPLY SPECIALISTS

1-800-295-5510

uline.com

PO Box 88741 • Chicago IL 60680-1741

INVOICE NO.

209347764

INVOICE

ULINE FED ID#: 35-3684738

THANK YOU FOR YOUR ORDER. ULINE CUSTOMER SINCE 2024

SOLD TO:

MDG2017 00002817 1 AB 064 1 29835324
WINCHESTER RIDGE TRAILS CDD
TRL CDD
250 INTERNATIONAL PKWY STE 208
LAKE MARY FL 32746-5062

YOUR ORDER # 51137356

SHIP TO:

WINCHESTER RIDGE TRAILS CDD
VESTA PROPERTY SERVICES
15431 SPOTTED STALLION TRL
JACKSONVILLE FL 32234-2399

RECEIVED JUN 22 2026

U1003

CUSTOMER NO.	PURCHASE ORDER NO.	SHIP VIA	ORDER DATE	DATE SHIPPED	TERMS	INVOICE D
29835324	HAROLD	UPS GROUND	6/15/26	6/15/26	NET 30 DAYS	6/15/26
QUANTITY		ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXTEND PRICE
ORDERED	U/M BACK ORDERED					
1	EA	S-26605W	TOILET SEAT-NO LID,STD HINGE WHT		35.00	35
2	BX	S-23309-L	ULINE BLK 4 MIL NITRILE GLVS-L		13.00	26
12	EA	S-24321	ULINE TOILET BOWL CLEANER 32 OZ		3.50	42
2	BX	S-19810X	5 MIL BLACK LATEX GLOVES-XL		16.00	32
6	EA	S-21826	GUM REMOVER		6.50	39
4	EA	S-25930	PINE-SOL ORIGINAL PINE - 40 OZ		13.00	52
1	CT	S-5111	44-55GAL 1.5MIL BLACK TRASH		62.00	62
1	CT	S-7684	12-16 GAL .23MIL NATRL TRASH		45.00	45
1	CT	S-7127	ULINE MULTI-FOLD TOWELS 4000/CT		38.00	38
4	EA	S-23806	GOJO LUX FOAMING SOAP-PUSH DISP		28.00	112
1	EA	H-2557	GOJO FOAMING SOAP PUSH DISPENSER		.00	
			THIS ITEM AT NO CHARGE			
1	EA	H-2557	GOJO FOAMING SOAP PUSH DISPENSER		25.00	25
1	EA	H-12244W	HANDHELD FAN - WHITE		.00	
			THIS ITEM AT NO CHARGE			

ORDER PLACED BY: HAROLD BURNS

INTERNET /

SUB-TOTAL

508.00

SALES TAX

.00

FRT/HNDLING

157.34

AMOUNT DUE

665.34

PLEASE PAY FROM THIS INVOICE
REFER TO THIS INVOICE NUMBER
WHEN CONTACTING US REGARDING
THIS TRANSACTION.

CUSTOMER NAME	CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	AMOUNT DUE
WINCHESTER RIDGE TRAILS CDD	29835324	209347764	6/15/26	665.34

AMOUNT ENCLOSED

IF DIFFERENT THAN AMOUNT DUE \$

EXPLAIN DIFFERENCES ON REVERSE SIDE

IMPORTANT - PLEASE DETACH AND RETURN
PORTION TO ENSURE PROPER CREDIT

MAKE CHECK
PAYABLE AND
MAIL TO:

ULINE
ATTN: ACCOUNTS RECEIVABLE
PO BOX 88741
CHICAGO IL 60680-1741

2983532402093477642606150000665343

FORM 61 01 00001 00-0000



P.O. Box 727
Apex, NC 27502



Phone: 919-387-0010
Fax: 919-387-0690
Billing Inquiry:
arumfelt@blandlandscaping.com

BILL TO Vesta Property Services c/o Vesta District Services 250 International Parkway Suite 208 Lake Mary, FL 32746 Phone:

PROPERTY ADDRESS Trails CDD 15431 Spotted Stallion Trail Jacksonville, FL 32234

INVOICE 370171
INVOICE DATE 06/01/2026

INVOICE		TERMS	
06/01/2026		NET 30	
DESCRIPTION			PRICE
JUNE BILLING Grounds Maintenance Contrct			\$7,074.33
INVOICE GRAND TOTAL			\$7,074.33

PROPERTY	AMOUNT	INVOICE	INVOICE DATE
10941	\$7,074.33	370171	06/01/2026



Remit to:
Bland Landscaping Co. Inc.
P.O. Box 727
Apex, NC 27502



Original



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	\$359.00
Invoice Number	7466545
Invoice Date	6/19/26
Sales Order Number/Type	5191666 SL
Branch Plant	74
Shipment Number	6251061

Sold To: 485905
ACCOUNTS PAYABLE
TRAILS CDD
250 International Parkway
Suite 208
Lake Mary FL 32746

Ship To: 593650
TRAIL CDD
15431 Spotted Stallion Trail
Jacksonville FL 32234

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
7/19/26	Net 30	PPD Origin	HWTG			385

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 7870-1	N	100.0000	GA	\$2.9200	GA	967.0 LB	\$292.00
		1 LB BLK (Mini-Bulk)		100.0000	GA			967.0 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00
2.000	13025	Soda Ash Grade 100	N	1.0000	BG	\$55.0000	BG	50.0 LB	\$55.00
		50 LB BG		1.0000	BG			51.0 GW	

***** Receive Your Invoice Via Email *****

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Page 1 of 1

Tax Rate Sales Tax
0 % \$0.00

Invoice Total

\$359.00

No Discounts on Freight
IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:
Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:
Email: Credit.Dept@Hawkinsinc.com
Phone Number: (612) 331-6910
Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:
US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.
Account #: 180120759469
ABA/Routing #: 091000022
Swift Code#: USBKUS44IMT
Type of Account: Corporate Checking

ACH PAYMENTS:
CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, or national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 2946844

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

P.O. Box 2177
Jacksonville, FL 32203
(904) 356-2466

INVOICE

May 21, 2026

Date

Attn:

Trails Community Development District c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary FL 32746

Serial # 26-02867D	PO/File #	\$75.50
Request for Qualifications for Engineering Services		Payment Due
		\$75.50
Trails Community Development District		Publication Fee
Case Number		Amount Paid
Publication Dates 5/21	Payment Due Upon Receipt	
County Duval	For your convenience, you may remit payment online at www.jaxdailyrecord.com/send-payment .	

***Payment is due before
the Proof of Publication
is released.***

If your payment is being mailed, please reference Serial # 26-02867D on your check or remittance advice.

Your notice was published on both jaxdailyrecord.com and floridapublicnotices.com.

Terms: Net 30 days from date of invoice. Past due items will accrue a finance charge of 1.5% per month thereafter.
Please remit any payment due upon receipt of this invoice.

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

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Trails Community Development District will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the Duval County Supervisor of Elections located at 105 E. Monroe Street, Jacksonville, FL 32202, Phone (904) 255-8683. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Chapter 2004-461, Laws of Florida. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Duval County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Trails Community Development District has two (2) seats up for election, specifically Seats 2 and 5, each carrying a four-year term of office. Elections are non-partisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

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

May 21 00 (26-02867D)



0 0

Account Number: XXXX XXXX XXXX 0659

ACCOUNT SUMMARY

Credit Limit	\$7,000.00
Credit Available	\$6,152.00
Statement Closing Date	May 31, 2026
Days in Billing Cycle	31
Previous Balance	\$849.00
Payments & Credits	\$921.01
Purchases & Other Charges	\$880.92
Balance Transfer	\$0.00
FEES CHARGED	\$0.00
INTEREST CHARGED	\$0.00
New Balance	\$808.91

Questions? Call Customer Service
Toll Free - 1-844-626-6581
International Collect - 1-301-665-4442
TTY 1-301-665-4443

PAYMENT INFORMATION

New Balance	\$808.91
Minimum Payment Due	\$808.91
Payment Due Date	June 25, 2026

Notice: SEE REVERSE SIDE FOR MORE IMPORTANT INFORMATION

TRANSACTIONS

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			TOTAL XXXXXXXXXXXX 0659 \$849.00-	
05/25	05/25	F151500H100CHGDDA	AUTOMATIC PAYMENT - THANK YOU	849.00-
		HAROLD BURNS	TOTAL XXXXXXXXXXXX 8807 \$808.91	
05/01	05/01	5543286G95VQJPQMF	IN *GT ELECTRICAL CONT SAINT JOHNS FL	400.00
			MCC: 1731 MERCHANT ZIP:	
05/06	05/06	5543286GE5SAVMEAA	AMAZON MKTPL*BJ9CI2240 SEATTLE WA	87.69
			MCC: 5942 MERCHANT ZIP:	
05/06	05/06	1230202GE00M772MM	STAMPS.COM EL SEGUNDO CA	20.99
			MCC: 4215 MERCHANT ZIP:	
05/08	05/08	5543286GG5V15Y8GA	AMAZON MKTPL*BF19P78D2 SEATTLE WA	35.11
			MCC: 5942 MERCHANT ZIP:	
05/12	05/12	0543684GMHESJSBBZ	DOLLAR GENERAL #17724 JACKSONVILLE FL	20.43
			MCC: 5331 MERCHANT ZIP:	
05/21	05/21	7541823GX7GENPFBK	CCI*CONSTANT-CONTACT WALTHAM MA	62.00
			MCC: 5968 MERCHANT ZIP:	
05/28	05/28	7520719H4S66FX0EH	PINCH-A-PENNY 080 JACKSONVILLE FL	254.70

Transactions continued on next page

Please detach bottom portion and submit with payment using enclosed envelope



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

PAYMENT INFORMATION

Account Number:	XXXX XXXX XXXX 0659
Payment Due Date	June 25, 2026
New Balance	\$808.91
Minimum Payment Due	\$808.91
Past Due Amount	\$0.00

Amount Enclosed:

\$

Make Check
Payable to:

Valley Bank
PLEASE DO NOT MAIL CHECKS
St Petersburg FL 33716

0 0

TRAILS COMMUNITY DEVELOPMENT DISTR
250 INTERNATIONAL PARKWAY STE 208
LAKE MARY FL 32746

TRANSACTIONS (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
05/28	05/28	7520719H4S66FX0K6	MCC: 5996 MERCHANT ZIP: PINCH-A-PENNY 080 JACKSONVILLE F CREDIT MCC: 5996 MERCHANT ZIP:	72.01-

IMPORTANT ACCOUNT INFORMATION

\$0 - \$808.91 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 06/25/26. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

REWARDS SUMMARY

Previous Cashback Balance	\$42.81	THE MORE YOU SPEND, THE MORE YOU EARN
Cashback Earned this Statement	\$2.02	\$0-\$500,000 = 0.25%
New Cashback Balance	\$44.83	\$500,001-\$1,500,000 = 0.60%
Your cashback will be award on	Jul 2026	\$1,500,00-\$4,000,000 = 0.75%
		\$4,000,001-\$12,500,000 = 0.90%
		\$12,500,001+ = 1.00%

INTEREST CHARGE CALCULATION

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

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

(v) = variable (f) = fixed

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

DUPLICATE RECEIPT

**PINCH-A-PENNY
POOL-PATIO-SPA**

Pinch A Penny #080
8257 Normandy Blvd.
Suite #3
Jacksonville FL 32221
(904) 695-0660

Sales Receipt

Transaction #: 627970
Account #: 9047480051
Customer: HAROLD BURNS
Date: 5/28/2026 Time: 1:32 PM
Cashier: KENIK Register #: 2

Item	Description	Amount
92220011	50 LB. TOTAL ALKALINITY BAG	(\$66.99)
	Return Code: 105	
	-1 @ \$66.99	
	Sub Total	(\$66.99)
	Total	(\$72.01)
	Change SIDE TERMINAL	\$72.01

AMOUNT: (\$72.01)
*****SIDE TERMINAL -- 72.01

Approval Code: 028499
Entry Method: INSERT
Card Type: MASTERCARD
Last 4: 8807
AppLabel: Mastercard
AID: A0000000041010
CVN: none
IAD: 011080000122000000000000000000FF
TSI: 6800
TVR: 8000008001



Loyalty Points

Name	Type	Points	Eligib	Remain
1 Gal Bleach	pts	4	No	7

INVOICE

GT ELECTRICAL CONTRACTORS
INC
DBA GT HOME SERVICES
ST. JOHNS, FL

Tammy@GTHomeServicesJax.com
+1 (904) 862-0058
<https://GTHomeServicesJax.com>



GT HOME SERVICES

Bill to
Harold Burns
15431 Spotted Stallion Trail
Jacksonville
FL
32234

Ship to
Harold Burns
15431 Spotted Stallion Trail
Jacksonville, FL 32234

Invoice details

Invoice no.: 1373
Invoice date: 04/30/2026
Due date: 05/01/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Electrical Work	Replaced 2 bulbs for fixtures at the pool. One replaced today and one last visit that was not invoiced.	1	\$400.00	\$400.00

Ways to pay

VISA     

Total \$400.00

View and pay

Order Summary

Order placed May 8, 2026 Order # 111-4518806-7267401

Ship to

Harold burns jr
7083 PLYMOUTH GROVE CT
JACKSONVILLE, FL 32220-5017
United States

Payment method

Mastercard ending in 8807

[View related transactions](#)

Order Summary

Item(s) Subtotal:	\$32.99
Shipping & Handling:	\$0.00
No-Rush Discount:	-\$0.33
Total before tax:	\$32.66
Estimated tax to be collected:	\$2.45
Grand Total:	\$35.11

Delivered May 9

Your package was left near the front door or porch.



iBirdie Outdoor TV Cover 60 to 65 inch Weatherproof, Cover Size 58"L x 37"H,
Waterproof for Outside Flat Screen 60 to 65 inch TV, Black, 600D Thick Fabric
Screen Protector with Bottom

Sold by: Dreambirdie

Return or replace items: Eligible through June 8, 2026

\$32.99

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Harold T. Burns

From: Stamps.com Account Support <no-reply@stamps.com>
Sent: Wednesday, May 6, 2026 8:47 AM
To: Harold T. Burns
Subject: Stamps.com Account Statement

Follow Up Flag: Follow up
Flag Status: Flagged

External Sender - From: ("Stamps.com Account Support" <no-reply@stamps.com>)

This message came from outside your organization.



Statement #1003692280 - 12487764

Dear Harold,

Thank you for using Stamps.com. The following is your statement for April 06, 2026 to May 06, 2026.

Summary of Charges	
Description	Amount
Service Charges	\$20.99
Total Charges: \$20.99	

Service Charges		
Date	Description	Amount
04-06-2026 to 05-06-2026	Core 380 - \$20.99/Monthly Service Charge	\$20.99
Total Service Fees: \$20.99		
Your service fee is a flat fee of per billing period.		

Please note: this is not a bill. It is an activity statement for your information only.

Your username is: halb954.

Thank you,
The Stamps.com Team

Order Summary

Order placed May 5, 2026 Order # 113-8219387-5275420

Ship to

Harold burns jr
7083 PLYMOUTH GROVE CT
JACKSONVILLE, FL 32220-5017
United States

Payment method

Mastercard ending in 8807

[View related transactions](#)

Order Summary

Item(s) Subtotal:	\$81.59
Shipping & Handling:	\$0.00
Total before tax:	\$81.59
Estimated tax to be collected:	\$6.10
Grand Total:	\$87.69

Delivered May 6

Your package was left near the front door or porch.



Professional Volleyball net Outdoor Heavy Duty, Lengthened Aircraft Wire Rope, Upgraded Weather Resistance, Thicker Border for Indoor Outdoor Backyard Pool Schoolyard Beach 32x3FT(Net Only)

Sold by: Amazon Basic

Supplied by: Other

Return or replace items: Eligible through June 5, 2026

\$29.99

Delivered May 9



SmartSign 5-6972-PL-14 "Notice: Use Exercise Equipment at Own Risk" Plastic Sign, 10" x 14", Black/Blue on White

Sold by: Amazon.com

Supplied by: Other

Return or replace items: Eligible through June 11, 2026

\$10.32

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DOLLAR GENERAL STORE #17724
14837 NORMANDY BLVD,
JACKSONVILLE, FL 32234
(904) 717-0264
SALE TRANSACTION

S PE NAIL TACKS BRN 430002337932	\$4.00
S PE SCREW KIT 70PC 430001361266	\$3.75
S PE SCREW KIT 70PC 430001361266	\$3.75
S GGLUE 60IN MOUNT 52427606501	\$7.50

Tax: \$19.00 @ 7.5%	\$1.43
Balance to pay	\$20.43
MasterCard	\$20.43
Quotient Scheme Number: ** **** 3075	

Mastercard	*****3807
Type: CONTACTLESS	Auth Code: 012810
MID: *****27013	TID: ****6000
TOTAL PURCHASE	\$20.43

Save Time. Save Money.
Every Day! At Dollar General

STORE	TILL	TRANS.	DATE
17724	1	537962	05-12-25 8:18 AM

Your cashier was: I



99902177240015379628

From: Constant Contact Billing <notification@constantcontact.com>
Sent: Thursday, May 21, 2026 4:28 AM
To: Harold T. Burns
Subject: Constant Contact Payment Receipt for Harold Burns

External Sender - From: (Constant Contact Billing
<notification@constantcontact.com>)
This message came from outside your organization.



Payment Receipt for May 21, 2026

Thank you for your recent payment. Your payment receipt is found below.

Attention: Harold Burns
Trails Community Development District-Vesta Distr
250 International Pkwy, Ste. 208
Suite 101
Lake Mary, FL 32746
US
904 316-3075

User Name: trailsconstant@gmail.com

Today's Date: May 21, 2026

Payment Date: May 21, 2026

Payment Method: MC (last 4 digits: 8807)

Amount: \$62.00

SALES REPRESENT

Loyalty Points

Loyalty Program Points				
Name	Type	Points	Eligib	Remain



West Productions
1243 Loquat Court
Green Cove Springs, Florida 32043
United States

Mobile: 904-571-5884
facebook.com/DJ.WestProductions

Invoice

We make sure your special event is interactive, fun and filled with special memories

BILL TO
Trails CDD
Howard McGaffney
250 International Pkwy. STE 208
Lake Mary, Florida 32725
United States

Districtap@vestapropertyservices.com
Howard@cdmanagers.com

Invoice Number: 2641

Invoice Date: June 24, 2026

Payment Due: July 10, 2026

Amount Due (USD): \$900.00

Event Services

Amount

Pool Party

The Trails
Private Community Outdoor Pool Party, 2k watt sound system, wireless mics, family friendly playlist
/ music, game gear, bubbles
Date: 4 July 2026
Venue location:
15431 Spotted Stallion Trail Road
Jacksonville, FL 32234
Start: 12pm
Stop: 4pm

\$900.00

Total: **\$900.00**

Amount Due (USD): \$900.00

A 5 star professional and insured service provider since 2012. See our facebook page for reviews.

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

P.O. Box 2177
Jacksonville, FL 32203
(904) 356-2466

INVOICE

June 25, 2026

Date

Attn:

Trails Community Development District c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary FL 32746

Serial # 26-03618D	PO/File #	\$254.00
Notice of Public Hearing, etc.; and Notice of Regular Board of Supervisors' Meeting		Payment Due
Trails Community Development District		\$254.00
Case Number		Publication Fee
Publication Dates 6/25, 7/2		Amount Paid
County Duval		

***Payment is due before
the Proof of Publication
is released.***

Payment Due Upon Receipt
For your convenience, you
may remit payment online at
[www.jaxdailyrecord.com/
send-payment](http://www.jaxdailyrecord.com/send-payment).

If your payment is being
mailed, please reference
Serial # 26-03618D on your
check or remittance advice.

Your notice was published on both jaxdailyrecord.com and floridapublicnotices.com.

Terms: Net 30 days from date of invoice. Past due items will accrue a finance charge of 1.5% per month thereafter.
Please remit any payment due upon receipt of this invoice.

**TRAILS COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC
HEARING TO CONSIDER
THE ADOPTION OF THE
FISCAL YEAR 2027 PRO-
POSED BUDGET(S); AND
NOTICE OF REGULAR
BOARD OF SUPERVISORS'
MEETING.**

The Board of Supervisors (**"Board"**) of the Trails Community Development District (**"District"**) will hold a public hearing and regular meeting as follows:

DATE: July 14, 2026

TIME: 6:30 PM

LOCATION:

15431 Spotted Stallion Trail
Jacksonville, Florida 32234

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (**"Proposed Budget"**). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, (321) 263-0132 (**"District Manager's Office"**), during normal business hours, or by visiting the District's website at <https://www.trailsccdl.org>.

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

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

District Manager
Jun. 25, Jul. 2 00 (26-036181D)

EXHIBIT 7

TRAILS
COMMUNITY DEVELOPMENT DISTRICT

FINANCIAL STATEMENTS
UNAUDITED

JULY 31, 2026



Trails CDD
Balance Sheet
July 31, 2026

	General Fund	Reserve Fund	Series 2007 Debt Service Fund	Total
1 <u>ASSETS</u>				
2 Cash:				
3 Valley Bank - Operating Fund	\$ 669,693	\$ -	\$ -	\$ 669,693
4 Investments:				
5 Bank United - Money Market Account	732,735	-	-	732,735
6 Prepayment Account	-	-	1,684	1,684
7 Reserve Account	-	-	231,047	231,047
8 Revenue Account	-	-	215,337	215,337
9 Assessments Receivable	577	126	405	1,108
10 Due from Other Funds	-	546,526	7,026	553,552
11 Prepaid Items	2,483	-	-	2,483
12 Deposits	14,358	-	-	14,358
13 Undeposited Funds	-	-	-	-
14 <u>TOTAL ASSETS:</u>	<u>1,419,847</u>	<u>546,652</u>	<u>455,499</u>	<u>2,421,998</u>
15 <u>LIABILITIES</u>				
16 Accounts Payable	\$ 24,198	\$ -	\$ -	24,198
17 Accrued Expenses	-	-	-	-
18 Sales Tax Payable	-	-	-	-
19 Deferred Revenue	577	126	405	1,108
20 Due to Other Funds	553,552	-	-	553,552
21 <u>TOTAL LIABILITIES:</u>	<u>578,328</u>	<u>126</u>	<u>405</u>	<u>578,859</u>
22 <u>FUND BALANCE</u>				
23 Nonspendable:				
24 Prepaid/Deposit Items	16,841			16,841
25 Restricted for:				
26 Capital Projects	264,914			264,914
27 Working Capital (3 months)	135,655			135,655
28 Debt Service	-	-	455,094	455,094
29 Unassigned	424,109	546,526	-	970,635
30 <u>TOTAL FUND BALANCE</u>	<u>841,519</u>	<u>546,526</u>	<u>455,094</u>	<u>1,843,139</u>
31 <u>TOTAL LIABILITIES & FUND BALANCE</u>	<u>\$ 1,419,847</u>	<u>\$ 546,652</u>	<u>\$ 455,499</u>	<u>\$ 2,421,998</u>

Trails CDD
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period of October 1, 2025 to July 31, 2026

	FY 2026 Adopted Budget	FY 2026 Month of July	FY 2026 Actual Year-to-Date	Over (Under) Amt to FY Budget	% of Budget
1 REVENUES					
2 Special Assessments	\$ 658,249	\$ -	\$ 657,672	\$ (577)	99.91%
3 Interest	-	4,083	47,328	47,328	0.00%
4 Room Rentals	-	250	1,049	1,049	0.00%
5 Other Misc Revenues	-	100	2,195	2,195	0.00%
6 TOTAL REVENUES	658,249	4,433	708,244	49,995	107.60%
7 EXPENDITURES					
8 ADMINISTRATION					
9 P/R - Board of Supervisors	8,000	1,000	5,600	(2,400)	70.00%
10 Arbitrage Rebate	500	-	500	-	100.00%
11 Trustee Fees	4,000	-	4,256	256	106.40%
12 Assessment Roll	5,906	492	4,922	(984)	83.33%
13 Disclosure Report	5,000	-	5,000	-	100.00%
14 District Counsel	25,000	-	8,170	(16,830)	32.68%
15 District Engineer	10,000	-	8,357	(1,643)	83.57%
16 Administrative Services	20,000	1,667	16,667	(3,333)	83.33%
17 District Management	24,000	2,000	20,000	(4,000)	83.33%
18 Accounting Services	20,000	1,667	16,667	(3,333)	83.33%
19 Auditing Services	4,200	-	3,550	(650)	84.52%
20 Public Officials Insurance	5,508	-	3,922	(1,586)	71.21%
21 Legal Advertising	2,500	-	987	(1,513)	39.48%
22 Website Administration	2,749	326	4,493	1,744	163.44%
23 Dues, Licenses, Subscriptions	590	-	196	(394)	33.22%
24 TOTAL ADMINISTRATION	137,953	7,151	103,287	(34,666)	74.87%
25 SECURITY OPERATIONS					
26 Security Patrol Services	1,000	-	818	(182)	81.80%
27 Security Monitoring Services	8,064	624	6,731	(1,333)	83.47%
28 R&M - Security Cameras	1,000	-	3,923	2,923	392.25%
29 TOTAL SECURITY OPERATIONS	10,064	624	11,472	1,408	113.99%
30 UTILITIES					
31 Electric	25,000	1,582	15,876	(9,124)	63.50%
32 Garbage	4,100	721	6,151	2,051	150.03%
33 Water & Sewer	10,000	739	6,634	(3,366)	66.34%
34 TOTAL ELECTRIC UTILITY SERVICE	39,100	3,042	28,661	(10,439)	73.30%
35 STORMWATER CONTROL					
36 Contracts - Lake/Pond Bank	15,225	1,226	9,869	(5,356)	64.82%
37 Fountain Maintenance	5,000	-	961	(4,039)	19.22%
38 TOTAL STORMWATER CONTROL	20,225	1,226	10,830	(9,395)	53.55%
39 OTHER PHYSICAL ENVIRONMENT					
40 Contracts - Landscape/Irrigation	93,532	7,254	71,110	(22,422)	76.03%
41 Liability/Property Insurance	19,783	-	20,162	379	101.92%
42 R&M - Irrigation	3,500	244	2,140	(1,360)	61.14%
43 Landscape Replacement	5,000	8,250	9,619	4,619	192.37%
44 R&M - Entry Lighting, Walls & Fence	4,000	875	7,972	3,972	199.30%
45 TOTAL OTHER PHYSICAL ENVIRONMENT	125,815	16,623	111,003	(14,812)	88.23%
46 PARKS & RECREATION					
47 Pest Control	2,500	97	478	(2,022)	19.13%
48 Amenity Management Service Contract	244,692	19,648	175,282	(69,410)	71.63%
49 Janitorial Services & Supplies	2,500	453	3,649	1,149	145.96%

Trails CDD
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period of October 1, 2025 to July 31, 2026

	FY 2026 Adopted Budget	FY 2026 Month of July	FY 2026 Actual Year-to-Date	Over (Under) Amt to FY Budget	% of Budget
50 Telephone, Cable & Internet Service	5,700	633	6,227	527	109.24%
51 R&M - Fitness Equipment	2,200	-	1,593	(607)	72.40%
52 R&M - Amenity Center	15,000	337	14,796	(204)	98.64%
53 Pool Supplies - Chemical/Permits/Supplies	15,000	2,724	12,002	(2,998)	80.01%
54 Amenity Supplies & Equipment	3,500	333	8,895	5,395	254.15%
55 Pressure Washing	4,000	-	3,590	(410)	89.76%
56 TOTAL PARKS & RECREATION	295,092	24,225	226,512	(68,580)	76.76%
57 SPECIAL EVENTS					
58 Special Events	5,000	-	900	(4,100)	18.00%
59 TOTAL SPECIAL EVENTS	5,000	-	900	(4,100)	18.00%
60 CONTINGENCY					
61 Misc - Contingency	25,000	-	-	25,000	0.00%
62 TOTAL CONTINGENCY	25,000	-	-	25,000	0.00%
63 TOTAL EXPENITURES	658,249	52,891	492,665	(165,584)	74.84%
64 REVENUES OVER (UNDER) EXPENDITURES	-	(48,458)	215,579	215,579	
65 OTHER FINANCING SOURCES & USES					
66 Transfer In					
67 Transfers Out					
68 TOTAL OTHER FINANCING SOURCES & USES		-	-		
69 NET CHANGE IN FUND BALANCE		(48,458)	215,579		
70 Fund Balance - Beginning			625,940		
71 FUND BALANCE - ENDING			841,519		

Trails CDD
Reserve Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period of October 1, 2024 to July 31, 2026

	FY 2026 Adopted Budget	FY 2026 Month of July	FY 2026 Actual Year-to-Date	Over (Under) Amt to FY Budget
1 <u>REVENUES</u>				
2 Special Assessments	143,986	-	143,860	(126)
3 Interest	-	-	-	-
4 Misc.	-	-	135,000	135,000
5 <u>TOTAL REVENUES</u>	143,986	-	278,860	(126)
6 <u>EXPENDITURES</u>				
7 Capital Outlay	33,949	-	4,925	(29,024)
8 Capital Reserve Contribution	110,037	-	-	(110,037)
9 <u>TOTAL EXPENDITURES</u>	143,986	-	4,925	(139,061)
10 <u>REVENUES OVER (UNDER) EXPENDITURES</u>	-	-	273,935	
11 <u>OTHER FINANCING SOURCES & USES</u>				
12 Transfer In				
13 Transfers Out				
14 <u>TOTAL OTHER FINANCING & USES</u>	-	-	-	
15 <u>NET CHANGE IN FUND BALANCE</u>	-	-	273,935	
16 Fund Balance - Beginning	-	-	272,591	
17 <u>FUND BALANCE - ENDING</u>	-	-	546,526	

Trails CDD
Series 2007 Debt Service Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the period of October 1, 2024 to July 31, 2026

	<u>FY 2026 Adopted Budget</u>	<u>FY 2026 Month of July</u>	<u>FY 2026 Actual Year-to-Date</u>	<u>Over (Under) Amt to FY Budget</u>
1 <u>REVENUES</u>				
2 Special Assessments	461,506	-	461,102	(405)
3 Interest	-	1,198	11,031	11,031
4 <u>TOTAL REVENUES</u>	<u>461,506</u>	<u>1,198</u>	<u>472,132</u>	<u>10,626</u>
5 <u>EXPENDITURES</u>				
6 Interest Expense				
7 <i>*November 1, 2025</i>		-	115,428	
8 May 1, 2026	115,428	115,428	115,428	-
9 November 1, 2026	109,113	-	-	(109,113)
10 Principle Payment				
11 May 1, 2026	235,000	235,000	235,000	
12 November 1, 2026	-	-	-	
13 <u>TOTAL EXPNDITURES</u>	<u>459,541</u>	<u>350,428</u>	<u>465,856</u>	<u>(109,113)</u>
14 <u>REVENUES OVER (UNDER) EXPENDITURES</u>	<u>1,966</u>	<u>(349,230)</u>	<u>6,276</u>	
15 <u>OTHER FINANCING SOURCES & USES</u>				
16 Transfer In				
17 Transfers Out				
18 <u>TOTAL OTHER FINANCING SOURCES & USES</u>		-	-	
19 <u>NET CHANGE IN FUND BALANCE</u>		(349,230)	6,276	
20 Fund Balance - Beginning			448,819	
21 <u>FUND BALANCE - ENDING</u>			<u>455,094</u>	

Trails CDD
Notes to Financial Statements
July 31, 2026

General Fund

Assets

Cash and Investments - District's funds are held at Bank United (Money Market account) and Valley Bank (Operating account).

Due From Other Funds - Assessments received and allocated to/from other funds. Also, an allocation of expenses to the CRF.

Deposits - Vesta Amenity Deposit (will offset last month's fee).

Liabilities

Accounts Payable - Invoices for current month not paid in current month. .

Due To Other Funds - Assessments received from the tax collector and allocated to/from other funds.

Financial Overview / Highlights

- > Total Non-Ad valorem special assessments are at 98.97% collected and total revenue is 107.60% of adopted budget.
- > Total expenditures are 74.84% of adopted budget.
- > Significant variances explained below.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures				
<u>Administrative</u>				
P/R - Board of Supervisors	8,000	5,600	70.00%	Supervisor pay YTD.
Arbitrage Rebate	500	500	100.00%	Paid in Full
Trustee Fees	4,000	4,256	106.40%	DS2007
Assessment Roll	5,906	4,922	83.33%	Assessment roll monthly fee
Disclosure Report	5,000	5,000	100.00%	Paid in Full
District Counsel	25,000	8,170	32.68%	Only received three bills in current FY
District Engineer	10,000	8,357	83.57%	Only received three bills in current FY
District Management	24,000	20,000	83.33%	DM monthly fee
Accounting Services	20,000	16,667	83.33%	Monthly Fee
Auditing Services	4,200	3,550	84.52%	FY25 Audit
Public Officials Insurance	5,508	3,922	71.21%	Paid in Full
Legal Advertising	2,500	987	39.48%	Notices
Website Adminstration	2,749	4,493	163.44%	Website Services & Constant Contact Email Services
Dues, Licenses, Subscriptions	590	196	33.22%	Special District Fee

Security Operations

Security Patrol Services	1,000	818	81.80%	Officer on 4/19/26
Security Monitoring Services	8,064	6,731	83.47%	Monthly Fee
R&M Security Cameras	1,000	3,923	392.25%	DKS Tracker Board, New Cameras

Utilities

Electric	25,000	15,876	63.50%	Monthly Fee
Garbage	4,100	6,151	150.03%	Republic Services monthly contract.
Water & Sewer	10,000	6,634	66.34%	Monthly Fee

Stormwater Control

Contracts - Lake/Pond Bank	15,225	9,869	64.82%	Monthly Maintenance
Fountain Maintenance	5,000	961	19.22%	Quarterly fee , Aerator service & Stormwater Training

Other Physical Enviroment

Contracts - Landscape/Irrigation	93,532	71,110	76.03%	Landscape monthly fee
Liability/Property Insurance	19,783	20,162	101.92%	Egis insurance paid in full. Two bills
R&M - Irrigation	3,500	2,140	61.14%	Repairs
Landscape Replacement	5,000	9,619	192.37%	Power Spike for Palm Trees
R&M - Entry Lighting, Walls & Fence	4,000	7,972	199.30%	Interior Painting & Down Payment

Parks and Recreation

Pest Control	2,500	478	19.13%	Turner Pest Control quarterly
Amenity Management Service Contract	244,692	175,282	71.63%	Vesta monthly amenity mgmt fees.
Janitorial Services & Supplies	2,500	3,649	145.96%	Various Supplies
Telephone, Cable & Internet Service	5,700	6,227	109.24%	Comcast monthly fee
R&M - Fitness Equipment	2,200	1,593	72.40%	Allways Improving monthly fees & Cleaning wipes
R&M - Amenity Center	15,000	14,796	98.64%	Various purchases from Home Depot, GT Electrical, Foot Bridge Repair Work
Pool Supplies - Chemical/Permits/Supplies	15,000	12,002	80.01%	Bulk Chemicals
Amenity Supplies & Equipment	3,500	8,895	254.15%	Chairs and chair dolly, holiday lights office supplies, tools and Playground Slide
Pressure Washing	4,000	3,590	89.76%	Clubhouse?Pool Pavers Power Wash

Capital Expenditures - CRF

Capital Outlay	33,949	4,925	14.51%	Paint, supplies and labor for amenity and gym center
----------------	--------	-------	--------	--

Trails CDD
Non-Ad Valorem Special Assessments
Duval County Tax Collector
For the Fiscal Year Ending September 30, 2026

[illegible]

Trails CDD
Cash & Investment Report
July 31, 2026

Account Name	Bank Name	Investment Type	Maturity	Yield	Balance
General Fund					
Checking Account - Operating	Valley Bank	Public Funds Checking	N/A	3.56%	\$ 669,693
Money Market Account	BankUnited	MMA	N/A	3.27%	732,735
General Fund Subtotal					\$ 1,402,429
Debt Service Funds					
Series 2007 Prepayment Account	U.S. Bank	First American FD SHS Treasury Note	N/A	3.30%	\$ 1,684
Series 2007 Reserve Account	U.S. Bank	First American FD SHS Treasury Note	N/A	3.30%	231,047
Series 2007 Revenue Account	U.S. Bank	First American FD SHS Treasury Note	N/A	3.30%	215,337
Debt Service Fund Subtotal					\$ 448,068
Total					\$ 1,850,497

EXHIBIT 8

2:49 PM
08/04/26

Trails CDD
Check Detail
July 2026

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	01ACH070726	07/07/2026	Republic Services - A...	1101000 · Operating Account - Valley Nat'			-749.62
Bill	0687-001636663	06/16/2026		1540000 · Garbage - Recreation Facility		-749.62	749.62
TOTAL						-749.62	749.62
Bill Pmt -Check	01ACH071326	07/13/2026	Comcast Business - A...	1101000 · Operating Account - Valley Nat'			-631.91
Bill	5610- JUN26	06/20/2026		1580030 · Telephone, Cable & Internet Ser		-631.91	631.91
TOTAL						-631.91	631.91
Bill Pmt -Check	120163	07/02/2026	Vesta District Services	1101000 · Operating Account - Valley Nat'			-6,054.58
Bill	433166	07/01/2026		1510080 · District Management		-2,000.00	2,000.00
				1510090 · Accounting Services		-1,666.67	1,666.67
				1510070 · Administrative Services		-1,666.67	1,666.67
				1510030 · Assessment Roll		-492.17	492.17
				1510150 · Website Administration		-229.07	229.07
TOTAL						-6,054.58	6,054.58
Bill Pmt -Check	120164	07/06/2026	Bland Landscaping C...	1101000 · Operating Account - Valley Nat'			-7,074.33
Bill	374293	07/01/2026		1570000 · Contracts - Landscape/Irrigatio		-7,074.33	7,074.33
TOTAL						-7,074.33	7,074.33
Bill Pmt -Check	120165	07/06/2026	Envera Systems	1101000 · Operating Account - Valley Nat'			-623.92
Bill	771060	07/01/2026		1520010 · Security Monitoring Services		-623.92	623.92
TOTAL						-623.92	623.92
Bill Pmt -Check	120166	07/06/2026	Vesta Property Servic...	1101000 · Operating Account - Valley Nat'			-18,922.52
Bill	433174	06/30/2026		1580010 · Amenity Management Services		-15,740.60	15,740.60
				1580010 · Amenity Management Services		-3,181.92	3,181.92
TOTAL						-18,922.52	18,922.52

2:49 PM

08/04/26

Trails CDD
Check Detail
 July 2026

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	120167	07/06/2026	Solitude Lake Manage...		1101000 · Operating Account - Valley Nat'		-1,226.00
Bill	PSI281000	07/01/2026			1560000 · Contracts - Lake/Pond Bank	-1,226.00	1,226.00
TOTAL						-1,226.00	1,226.00
Bill Pmt -Check	120168	07/06/2026	Pratt Building Compa...		1101000 · Operating Account - Valley Nat'		-748.00
Bill	003	06/25/2026			1580050 · R&M - Amenity Center	-748.00	748.00
TOTAL						-748.00	748.00
Bill Pmt -Check	120169	07/09/2026	Hawkins Inc		1101000 · Operating Account - Valley Nat'		-917.20
Bill	7483535	07/06/2026			1580060 · Pool Services - Chem/Permit/Sup	-917.20	917.20
TOTAL						-917.20	917.20
Bill Pmt -Check	120170	07/20/2026	Crown Pools, Inc.		1101000 · Operating Account - Valley Nat'		-330.16
Bill	TW6865	07/09/2026			1580060 · Pool Services - Chem/Permit/Sup	-330.16	330.16
TOTAL						-330.16	330.16
Bill Pmt -Check	120171	07/23/2026	Bland Landscaping C...		1101000 · Operating Account - Valley Nat'		-8,674.00
Bill	375310	07/20/2026			1570000 · Contracts - Landscape/Irrigatio	-180.00	180.00
Bill	375266	07/20/2026			1570030 · Landscape Replacement	-8,250.00	8,250.00
Bill	375309	07/20/2026			1570020 · R&M - Irrigation	-244.00	244.00
TOTAL						-8,674.00	8,674.00
Bill Pmt -Check	120172	07/23/2026	Turner Pest Control L...		1101000 · Operating Account - Valley Nat'		-96.97
Bill	622496739	07/17/2026			1580000 · Pest Control	-96.97	96.97
TOTAL						-96.97	96.97
Bill Pmt -Check	120173	07/27/2026	Hawkins Inc		1101000 · Operating Account - Valley Nat'		-450.00
Bill	7498480	07/16/2026			1580060 · Pool Services - Chem/Permit/Sup	-450.00	450.00
TOTAL						-450.00	450.00



8619 Western Way
Jacksonville FL 32256-036060

Customer Service (904) 731-2456
RepublicServices.com/Support

Important Information

It's easy to go paperless! Sign up for Paperless Billing at RepublicServices.com and enjoy the convenience of managing your account anytime, anywhere, on any device.

Account Number 3-0687-0012356
Invoice Number 0687-001636663
Invoice Date June 16, 2026
Previous Balance \$751.10
Payments/Adjustments -\$751.10
Current Invoice Charges **\$749.62**

Autopayment
\$749.62

Payment Due Date
July 06, 2026

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 06/05	5555555	-\$751.10

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Trails Cdd 15431 Spotted Stallion Trl CSA A228841164				
Jacksonville, FL Contract: 9687025 (C50)				
1 Fl Waste Container 2 Yd, 1 Lift Per Week				
Pickup Service 07/01-07/31			\$409.99	\$409.99
Administrative Fee				\$5.95
Total Fuel/Environmental Recovery Fee				\$226.09
Total Franchise - Local				\$107.59
CURRENT INVOICE CHARGES, AutoPayment due on July 06, 2026				\$749.62

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RepublicServices.com today.



8619 Western Way
Jacksonville FL 32256-036060

Do not Pay
* Thank You For Your Automatic Payment *

Autopayment **\$749.62**
Payment Due Date **July 06, 2026**
Account Number **3-0687-0012356**
Invoice Number **0687-001636663**



For Billing Address Changes,
Check Box and Complete Reverse.

Make Checks Payable To:

Return Service Requested

TRAILS CDD
C/O INFRAMARK
11555 HERON BAY BLVD
SUITE 201
CORAL SPRINGS FL 33076-3360

REPUBLIC SERVICES #687
PO BOX 71068
CHARLOTTE NC 28272-1068



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All waste services are managed, performed, and billed for by individual operating subsidiaries of Republic Services, Inc. Republic Services, Inc. itself does not perform any waste services, nor does it contract for such services. The operating entity providing your waste service is identified on your invoice. Accordingly, all obligations to you, including providing quality service and billing you for service, rests with the operating entity identified on your invoice.

Residential Customers

If you are a residential customer receiving service without a signed customer service agreement, your service is subject to and governed by the Service Terms for Residential Customers located at Republicservices.com/customer-support/residential-service-terms, which include a **CLASS ACTION WAIVER** and **ARBITRATION CLAUSE**, and our right to charge you a container removal fee upon termination of service, among other terms. These terms are subject to change so please review them upon receipt of your invoice. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice. Please note that some or all of the Service Terms for Residential Customers may not apply if your services are subject to terms mandated by a governmental entity in your locality.

Check Processing

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

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Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

Understanding Our Rates, Charges and Fees

If you are receiving service without a signed customer service agreement, please visit RepublicServices.com/Fees to review the financial terms and conditions relating to your service. If you are receiving service pursuant to a written contract, but have questions relating to any charges or fees, RepublicServices.com/Fees provides a detailed description of our most common charges and fees. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice.

Please fill out the form below if your billing address has changed and return this portion of your statement to us using the envelope enclosed. Thank you!

BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	

Hello Trails Cdd,

Thanks for choosing Comcast Business.

Your bill at a glance

For 15431 SPOTTED STALLION TRL, JACKSONVILLE, FL,
32234-2399

Previous balance		\$640.53
EFT Payment - thank you	Jun 12	-\$640.53
Balance forward		\$0.00
Regular monthly charges	Page 3	\$587.65
Taxes, fees and other charges	Page 3	\$44.26
New charges		\$631.91

Amount due \$631.91

! Thanks for paying by Automatic Payment

Your automatic payment on Jul 11, 2026, will include your amount due, plus or minus any payment related activities or adjustments, and less any credits issued before your bill due date.

Need help?

Visit business.comcast.com/help or see page 2 for other ways to contact us.

Your bill explained

- Taxes, fees & other charges have decreased by \$1.02 on your account as a result of changes to your services.
- This page gives you a quick summary of your monthly bill. A detailed breakdown of your charges begins on page 3.

Detach the bottom portion of this bill and enclose with your payment

Please write your account number on your check or money order

Do not include correspondence with payment

COMCAST
BUSINESS

1401 NORTHPOINT PKWY W PALM
BCH FL 33407-1937

TRAILS CDD
11555 HERON BAY BLVD, STE 201
CORAL SPRINGS, FL 33076

Account number **8495 74 120 1695610**

Automatic payment **Jul 11, 2026**

Please pay \$631.91

Electronic payment will be applied Jul 11, 2026

COMCAST
PO BOX 71211
CHARLOTTE NC 28272-1211

849574120169561000631911

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Business is always moving. Our app was built for this. Manage your account anytime, anywhere with the Comcast Business App – the easy way to manage your services on the go.

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- Pay your bill and customize billing options
- View upcoming appointments

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Get help and support at business.comcast.com/help



Call us anytime

800-391-3000

Open 24 hours, 7 days a week for billing and technical support

Useful information

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We can help ensure it's a smooth transition

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Accessibility:

If you are hearing impaired, call 711. For issues affecting customers with disabilities, call **1-855-270-0379**, chat live at support.xfinity.com/accessibility, email accessibility@comcast.com, fax **1-866-599-4268** or write to Comcast at 1701 JFK Blvd., Philadelphia, PA 19103-2838
Attn: M. Gifford.

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No more mailing monthly checks

Set up Auto Pay to save time, energy and stamps. It's easy to enroll, just visit business.comcast.com/myaccount



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Sign up for Paperless Billing to view and pay your bill online. It's faster, easier and helps cut down on clutter. Visit business.comcast.com/myaccount to get started.

Additional billing information

More ways to pay:



Online

Visit My Account at business.comcast.com/myaccount



Comcast Business App

Download the Comcast Business App



In-Store

Visit business.comcast.com/servicecenter to find a store near you

Regular monthly charges \$587.65

Comcast Business	\$565.65
Bundled services	\$334.95
Data, Voice Package Package Includes: Business Internet 300+ and 1 Mobility Voice Line.	\$334.95
TV services	\$127.85
TV Basic Business Video.	\$75.95
TV Adapter	\$11.95
Broadcast TV Fee	\$39.95
Internet services	\$67.90
Static IP - 5	\$39.95
Equipment Fee Internet.	\$27.95
Voice services	\$44.95
Mobility Voice Line Business Voice.	\$44.95
Other credits and discounts	-\$10.00
Ecobill/autopay Discount	-\$10.00

Service fees \$22.00

Directory Listing Management Fee	\$11.00
Voice Network Investment	\$11.00

Taxes, fees and other charges \$44.26

Other charges	\$9.08
Federal Universal Service Fund	\$4.13
Regulatory Cost Recovery	\$4.95

Taxes & government fees \$35.18

Sales Tax	\$3.00
State Communications Services Tax	\$17.34
Local Communications Services Tax	\$14.04
911 Fees	\$0.80

What's included?



Internet: Fast, reliable internet on our
Gig-speed network



TV: Keep your employees informed and
customers entertained



Voice Numbers: (904)748-0051,
(904)748-0052

Visit business.comcast.com/myaccount for more
details

You've saved \$10.00 this month with your
ecobill/autopay discount.

Additional information

The Regulatory Cost Recovery fee is neither government mandated nor a tax, but is assessed by Comcast to recover certain federal, state, and local regulatory costs.

Parental Controls: With parental controls, you can choose and manage the programming that is right for your family. Learn more at: business.comcast.com/support/article/tv/x1-parental-controls-safe-browse.

Recent and Upcoming Programming Changes: Information on recent and upcoming programming changes can be found at xfinity.com/programmingchanges/ or by calling 866-216-8634.

Storm season is approaching. Keep your internet on when the power goes off.

With Business Internet and Wireless Connect, Comcast Business is **designed for 100% reliability**. Continued internet can be critical to business operations during a power loss. With Wireless Connect you get:

- ✓ **Multi-network design:** Uses three networks, dual cellular networks and our WiFi network, to provide a redundant internet connection
- ✓ **Smart switching:** Intelligently detects and switches between dual SIMs and WiFi to deliver the optimal connection
- ✓ **Battery backup:** A built-in battery backup provides up to 8 hours of connectivity even when the power goes out
- ✓ **24/7 support:** Around-the-clock customer service, with an unyielding commitment to resolving issues quickly.

Call us at 1-888-314-3812 to learn more about
Comcast Business Wireless Connect.

Restrictions apply. Not available in all areas. Wireless Connect requires Comcast Business Internet and compatible leased router for additional monthly charges. Fully charged battery backup will provide up to 8 hours of power to the Wireless Connect device depending on level of service. WiFi feature must be enabled to connect wireless devices. Actual backup time varies depending on number of connected devices and is not guaranteed. © 2026 Comcast



250 International Parkway, Suite 208

Lake Mary, FL 32746

TEL: 321-263-0132

Invoice

Bill To

Trails Community Development District
c/o Vesta District Services
250 International Parkway, STE 208
Lake Mary FL 32746

Date 07/01/2026

Invoice # 433166

In Reference To:

Monthly contracted management fees, as follows:

PLEASE REMIT PAYMENT TO CORPORATE HEADQUARTERS:
VESTA DISTRICT SERVICES
c/o Vesta Property Services, Inc.
245 Riverside Avenue, Suite 300
Jacksonville, FL 32202

Description	Quantity	Rate	Amount
District Management Services	1	2,000.00	2,000.00
Accounting	1	1,666.67	1,666.67
Administration	1	1,666.67	1,666.67
Assessment Preparation/Collection	1	492.17	492.17
Website	1	229.07	229.07

Total 6,054.58



P.O. Box 727
Apex, NC 27502



Phone: 919-387-0010
Fax: 919-387-0690
Billing Inquiry:
arumfelt@blandlandscaping.com

BILL TO
Vesta Property Services c/o Vesta District Services 250 International Parkway Suite 208 Lake Mary, FL 32746
Phone:

PROPERTY ADDRESS
Trails CDD 15431 Spotted Stallion Trail Jacksonville, FL 32234

INVOICE 374293
INVOICE DATE 07/01/2026

INVOICE	TERMS
07/01/2026	NET 30
DESCRIPTION	PRICE
JULY BILLING Grounds Maintenance Contrct	\$7,074.33
INVOICE GRAND TOTAL	\$7,074.33

PROPERTY	AMOUNT	INVOICE	INVOICE DATE
10941	\$7,074.33	374293	07/01/2026



Remit to:
Bland Landscaping Co. Inc.
P.O. Box 727
Apex, NC 27502



Envera

4724 Lena Rd.
Bradenton, FL 34211
(941) 556-7066

Invoice	
Invoice Number 771060	Date 07/01/2026
Customer Number 400481	Due Date 08/01/2026

Page: 1

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Trails CDD	400481		07/01/2026	08/01/2026

Quantity	Description	Months	Rate	Amount
2539 - CCTV - Trails CDD - 15431 Spotted Stallion Trail, Jacksonville, FL				
1.00	Active Video Monitoring 08/01/2026 - 08/31/2026	1.00	\$425.00	\$425.00
1.00	Service & Maintenance 08/01/2026 - 08/31/2026	1.00	\$198.92	\$198.92
			Subtotal:	\$623.92
			Tax	\$0.00
			Payments/Credits Applied	\$0.00
			Invoice Balance Due:	\$623.92

Date	Invoice #	Description	Amount	Balance Due
7/1/2026	771060	Monitoring Services	\$623.92	\$623.92

Envera

4724 Lena Rd.
Bradenton, FL 34211
(941) 556-7066

Invoice	
Invoice Number 771060	Date 07/01/2026
Customer Number 400481	Due Date 08/01/2026

Net Due: \$623.92
Amount Enclosed: _____

Trails CDD
C/O Vesta District Services
250 International Parkway
Lake Mary, FL 32746

REMIT TO: Envera
PO Box 2086
Hicksville, NY 11802



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 433174
Date 06/30/2026
Terms Net 30
Due Date 07/30/2026
Memo Monthly Services

Bill To

Trails C.D.D.
c/o Vesta Property Services
245 Riverside Avenue, STE 300
Jacksonville FL 32202

Description	Quantity	Rate	Amount
May Payroll Fees	1	15,740.60	15,740.60
Subcontracted Fees for Operations Oversight -FCS Management Group	1	3,181.92	3,181.92

Total 18,922.52



Cost Detail

LADR Item	Expense	Totals
Wages		
Gross Wages		\$9,469.56
Overtime	\$ 237.01	
Holiday	\$ -	
Vacation	\$ -	
Holiday Worked	\$ -	
Client Iss (call ins for Harold)	\$ 272.58	
Exp. Reimb.	\$ 100.00	
Subtotal		\$10,079.15
Non-Wage Benefits		
Basic ADD	\$1.84	
Basic Life	\$10.12	
HSA Employer	\$0.00	
Medical Memo	\$1,308.00	
Tot Non-Wage Benefit		\$1,319.96
Taxes & WC		
FUTA	\$7.42	
Medicare	\$141.47	
Social Sec	\$604.89	
FL SUI	\$1.24	
Worker's Comp	\$114.46	
Total Tax & WC		\$869.48
Total from LADR		\$12,268.59

Trails/Winchester Ridge

Date 6-01-2026 to 6-30-2026

Invoice Detail

Paycom Labor Allocation Detail Report

Total Wages	\$10,079.15
Total Non-Wage Benefits	\$1,319.96
Total Tax & Worker's Comp	\$869.48
Total from LADR	\$12,268.59
Subtotal	\$12,268.59
Cost Plus Fee Multiplier	1.283
Total Cost Plus Invoice	\$15,740.60
Misc Billable Pass Thru Items Not On LADR	
Sub Contract with FCS Mgmt Group (Amenity Mgmt)	\$3,181.92
COBRA Reimbursement	\$0.00
Total Misc. Pass Thru Items	\$3,181.92
Total Cost Plus Invoice	\$18,922.52



INVOICE

Page: 1

Please Remit Payment to:

Solitude Lake Management, LLC
*****ADDRESS CHANGED*****
PO BOX 85529
CHICAGO, IL 60689-5529
Phone #: (888) 480-5253
Fax #: (888) 358-0088

Invoice Number: PSI281000
Invoice Date: 7/1/2026

Bill
To: The Trails CDD
250 International Parkway, Suite 208
Heathrow, FL 32746

Ship
To: The Trails CDD
250 International Parkway, Suite 208
Lake Mary, FL 32746
United States

Ship Via
Ship Date 7/1/2026
Due Date 7/31/2026
Terms Net 30

Customer ID 23655
P.O. Number
P.O. Date 7/1/2026
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance		1	1	1,226.00	1,226.00
July Billing					
7/1/2026 - 7/31/2026					
Lake - ALL					
Pond 1					
Pond 10					
Pond 11					
Pond 12					
Pond 13					
Pond 14					
Pond 15					
Pond 16					
Pond 17					
Pond 18					
Pond 19					
Pond 2					
Pond 20					
Pond 21					
Pond 23					
Pond 24					
Pond 25					
Pond 26					
Pond 27					
Pond 28					
Pond 3					
Pond 4					
Pond 5					
Pond 6					
Pond 7					



Please Remit Payment to:

Solitude Lake Management, LLC

*****ADDRESS CHANGED*****

PO BOX 85529

CHICAGO, IL 60689-5529

Phone #: (888) 480-5253

Fax #: (888) 358-0088

INVOICE

Page: 2

Invoice Number: PSI281000

Invoice Date: 7/1/2026

Bill

To: The Trails CDD
250 International Parkway, Suite 208
Heathrow, FL 32746

Ship

To: The Trails CDD
250 International Parkway, Suite 208
Lake Mary, FL 32746
United States

Ship Via

Ship Date 7/1/2026

Due Date 7/31/2026

Terms Net 30

Customer ID 23655

P.O. Number

P.O. Date 7/1/2026

Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Pond 8					
Pond 9					

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 1,226.00

Subtotal: 1,226.00
Invoice Discount: 0.00
Total Sales Tax: 0.00
Payment Amount: 0.00
Total: 1,226.00

Pratt Building Company Invoice #003
06/25/26

15431 Spotted Stallion Trail
Jacksonville, FL

INVOICE

Pratt Building Company LLC
811 1st Street S #14
Jacksonville Beach, FL 32250
608-444-6056
prattbuildingcompany@gmail.com

Addressed to:

Trails CDD/Winchester Ridge

15431 Spotted Stallion Trl

Jax, FL 32234

Bill To:

Trails CDD

250 International Parkway Suite 208

Lake Mary, FL 32746

Invoice Details:

Invoice Number: [003]
Invoice Date: [06/25/2026]
Due Date: [07/02/2026]
Payment Terms: [Check]

Project / Description of Work:

The Contractor agrees to provide all labor, equipment, and

services necessary for the foot bridge repair work. The general design muse and square

Pratt Building Company Invoice #003
06/25/26

15431 Spotted Stallion Trail
Jacksonville, FL

footages of the repair work are listed below in the appendix as Exhibit A.

Description of Services	Quantity	Unit	Price	Total
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Subtotal: \$748

Tax (if applicable): \$0

Total: \$748

Photos for Reference



Pratt Building Company Invoice #003
06/25/26

15431 Spotted Stallion Trail
Jacksonville, FL





Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

Original

INVOICE

Total Invoice	\$917.20
Invoice Number	7483535
Invoice Date	7/6/26
Sales Order Number/Type	5209462 SL
Branch Plant	74
Shipment Number	6273804

Sold To: 485905
ACCOUNTS PAYABLE
TRAILS CDD
250 International Parkway
Suite 208
Lake Mary FL 32746

Ship To: 593650
TRAIL CDD
15431 Spotted Stallion Trail
Jacksonville FL 32234

Net Due Date		Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
8/5/26		Net 30	PPD Origin	HWTG						385
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price	
1.000	41930	Azone - EPA Reg. No. 7870-1	N	310.0000	GA	\$2.9200	GA	2,997.7 LB	\$905.20	
		1 LB BLK (Mini-Bulk)		310.0000	GA			2,997.7 GW		
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00	

***** Receive Your Invoice Via Email *****

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Page 1 of 1

Tax Rate Sales Tax
0 % \$0.00

Invoice Total

\$917.20

No Discounts on Freight
IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:
Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:
Email: Credit.Dept@Hawkinsinc.com
Phone Number: (612) 331-6910
Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:
US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.
Account #: 180120759469
ABA/Routing #: 091000022
Swift Code#: USBKUS44IMT
Type of Account: Corporate Checking

ACH PAYMENTS:
CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 3027724



3002 PHILIPS HWY
JACKSONVILLE, FL 32207

CROWNPOOLSINC.COM

Phone # 904-858-4300

Invoice

PAST DUE

Date	Invoice #
7/9/2026	TW6865
Terms	Due Date
Due upon receipt	7/9/2026

Bill To

Winchester Ridge-Trails CDD
Trails-CDD c/o Vesta District services
250 international Pkwy, STE 208
Lake Mary, Fl 32746

Ship To

WINCHESTER RIDGE AMENITY CENTER
15431 SPOTTED STALLION TRAIL
JACKSONVILLE, FL 32234

Quantity	Description	Rate	Serviced	Amount
1	PENTAIR PUMP STR BASKET	330.16	7/9/2026	330.16
			Total Invoice	\$330.16
All Credit Card Payments will have a 3% processing fee added.		Payment / Credits Applied \$0.00		
A \$25.00 LATE FEE will automatically be added to account.over 60 days.		Invoice Balance \$330.16		
		Job Total Balance \$330.16		



P.O. Box 727
Apex, NC 27502



Phone: 919-387-0010
Fax: 919-387-0690
Billing Inquiry:
arumfelt@blandlandscaping.com

BILL TO
Vesta Property Services c/o Vesta District Services 250 International Parkway Suite 208 Lake Mary, FL 32746
Phone:

PROPERTY ADDRESS
Trails CDD 15431 Spotted Stallion Trail Jacksonville, FL 32234

INVOICE 375310
INVOICE DATE 07/20/2026

INVOICE	TERMS
07/20/2026	NET 30
DESCRIPTION	PRICE
07/12/2026: WORK ORDER: 171823 July 2026 Irrigation Repairs Completed: 07/10/26	\$180.00
INVOICE GRAND TOTAL	\$180.00

PROPERTY	AMOUNT	INVOICE	INVOICE DATE
10941	\$180.00	375310	07/20/2026



Remit to:
Bland Landscaping Co. Inc.
P.O. Box 727
Apex, NC 27502





P.O. Box 727
Apex, NC 27502



Phone: 919-387-0010
Fax: 919-387-0690
Billing Inquiry:
arumfelt@blandlandscaping.com

BILL TO

Vesta Property Services
c/o Vesta District Services
250 International Parkway Suite 208
Lake Mary, FL 32746

Phone:

PROPERTY ADDRESS

Trails CDD
15431 Spotted Stallion Trail
Jacksonville, FL 32234

INVOICE 375266

INVOICE DATE 07/20/2026

INVOICE	TERMS
07/20/2026	NET 30
DESCRIPTION	PRICE
07/08/2026: WORK ORDER: 160904 Trails CDD mulch for property Contractor will lay pine bark mulch at the amenity center, all of the entrance, all middle islands and all common areas. We will assure all areas are cleaned up and debris free upon completion. 150 cubic yards of Pine bark mulch installed	\$8,250.00
INVOICE GRAND TOTAL	\$8,250.00

PROPERTY
10941

AMOUNT
\$8,250.00

INVOICE
375266

INVOICE DATE
07/20/2026



Remit to:
Bland Landscaping Co. Inc.
P.O. Box 727
Apex, NC 27502





P.O. Box 727
Apex, NC 27502



Phone: 919-387-0010
Fax: 919-387-0690
Billing Inquiry:
arumfelt@blandlandscaping.com

BILL TO
Vesta Property Services c/o Vesta District Services 250 International Parkway Suite 208 Lake Mary, FL 32746
Phone:

PROPERTY ADDRESS
Trails CDD 15431 Spotted Stallion Trail Jacksonville, FL 32234

INVOICE 375309
INVOICE DATE 07/20/2026

INVOICE	TERMS
07/20/2026	NET 30
DESCRIPTION	PRICE
07/12/2026: WORK ORDER: 171744 July 2026 Irrigation Repairs	\$244.00
INVOICE GRAND TOTAL	\$244.00

PROPERTY	AMOUNT	INVOICE	INVOICE DATE
10941	\$244.00	375309	07/20/2026



Remit to:
Bland Landscaping Co. Inc.
P.O. Box 727
Apex, NC 27502





Turner
Pest Control
turnerpest.com

Turner Pest Control LLC
PO Box 600323
Jacksonville, FL 32260-0323
904-355-5300

Service Slip/Invoice

INVOICE: 622496739
DATE: 07/17/2026
ORDER: 622496739

Bill To: [185083]
Trails CDD
C/o Vesta District services
250 International Pkwy
STE 208
Lake Mary, FL 32746-5030

Work Location: [178620] 904-748-0051
Trails CDD
Main Ctr, Gym, Bathr
15431 Spotted Stallion Trl
Jacksonville, FL 32234-2399

Work Date	Time	Target Pest	Technician	Time In
07/17/2026	11:31 AM			11:31 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	07/17/2026		12:04 PM

Service	Description	Price
CPCQ	Commercial Pest Control - Quarterly Service	\$96.97
		SUBTOTAL \$96.97
		TAX \$0.00
		AMT. PAID \$0.00
		TOTAL \$96.97
		AMOUNT DUE \$96.97
		
		TECHNICIAN SIGNATURE
		CUSTOMER SIGNATURE

* Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law.
Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

PLEASE PAY FROM THIS INVOICE

Original



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	\$450.00
Invoice Number	7498480
Invoice Date	7/16/26
Sales Order Number/Type	5222807 SL
Branch Plant	74
Shipment Number	6291034

Sold To: 485905
ACCOUNTS PAYABLE
TRAILS CDD
250 International Parkway
Suite 208
Lake Mary FL 32746

Ship To: 593650
TRAIL CDD
15431 Spotted Stallion Trail
Jacksonville FL 32234

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
8/15/26	Net 30	PPD Origin	HWTG			385

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 7870-1	N	150.0000	GA	\$2.9200	GA	1,450.5 LB	\$438.00
		1 LB BLK (Mini-Bulk)		150.0000	GA			1,450.5 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00

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or call 612-331-6910 to get it setup on your account.

Page 1 of 1

Tax Rate Sales Tax
0 % \$0.00

Invoice Total

\$450.00

No Discounts on Freight
IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:

Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:

Email: Credit.Dept@Hawkinsinc.com
Phone Number: (612) 331-6910
Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:

US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.

Account #: 180120759469

ABA/Routing #: 091000022

Swift Code#: USBKUS44IMT

Type of Account: Corporate Checking

ACH PAYMENTS:

CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:

Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

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www.hawkinsinc.com
[Return to Agenda Pg. 1](#)

Job# 3087529

EXHIBIT 9



Acree Engineering LLC

69 Crown Colony Road | Saint Augustine FL 32092

July 31, 2026

CDD District Manager
The Trails Community Development District
250 International Parkway, Suite 208
Lake Mary, FL 32746
howard@cddmanagers.com

Re: The Trails CDD
Project No.: 26-037

Dear District Manager:

Acree Engineering LLC is a client-focused civil engineering firm providing dependable, high-quality solutions grounded in experience and integrity. We bring technical expertise, ethical responsibility, and practical judgment to every project, and we appreciate the opportunity to be considered for the proposed development. We look forward to the potential to work with you and help bring this vision to reality.

SCOPE OF SERVICES

Task 02 – Pond Bank Erosion Rehabilitation

Per site meeting with District Manager, Howard “Mac” McGaffney, Acree Engineering was made aware of the significant pond bank erosion issues throughout the community. Of the approximate twenty-seven (27) ponds within the CDD, the evaluation and construction documents will focus on the four (4) ponds with the greatest erosion concerns at this time. However, the proposed stabilization details and repair methodology will be developed for implementation at other pond locations throughout the community, as similar erosion conditions are identified. This task will include the bullet items below:

- Review and evaluate available permit documents, record drawings, construction plans, and other relevant project information to assess the original pond design, existing conditions, and applicable regulatory requirements.
- Coordinate with the CDD Manager and the St. Johns River Water Management District (SJRWMD), as appropriate, regarding the proposed rehabilitation work and any required permitting or agency approvals.
- Develop and present feasible repair and stabilization alternatives to the CDD Board for consideration, including relevant advantages, limitations, and anticipated construction considerations.
- Following selection of a preferred alternative, prepare construction drawings and technical specifications suitable for bidding and construction.
- Assist the CDD with solicitation and evaluation of contractor bids, respond to questions during the bidding process, and provide limited coordination and construction-phase support during implementation of the approved repairs.

COMPENSATION

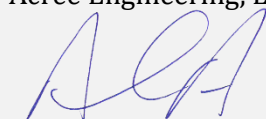
Compensation for the services described above is structured as follows:

TASK #	TASK NAME	AMOUNT	FEE STRUCTURE
Task 02:	Pond Bank Erosion Rehabilitation	\$ 7,500.00	Lump Sum
	Total*	\$ 7,500.00	

* Total above does not include Reimbursable Expenses , which will be billed according to the existing agreement on file between The Trails CDD and Acree Engineering, LLC.

We appreciate the opportunity to submit this proposal for professional engineering services. Upon acceptance of this proposal, we are prepared to begin work immediately. Please feel free to contact me at (904) 874-2307 should you have any questions or wish to discuss this proposal further.

Sincerely,
Acree Engineering, LLC



Alex R. Acree, P.E.
President / Owner

PROPOSAL ACCEPTANCE

Approval Signature: _____ Date: _____

Printed Name: _____

Alternate Invoicing Contact: _____

EXHIBIT A GENERAL TERMS & CONDITIONS

1. **Scope of Services:** Acree Engineering LLC will perform the professional civil engineering services set forth in this Proposal, together with any amendments or Change Orders executed by both parties. The Scope of Services and associated fees are based on information provided by the Client and/or the Client's agents, contractors, and consultants and assume normal engineering and design services, including up to **two (2) permit submittals** unless otherwise stated. Additional Services are not included in the basic services and shall be compensated in accordance with Acree Engineering's prevailing fee schedule or as otherwise mutually agreed upon. See Change of Scope section below for additional information. Any revisions, redesign, or additional services required as a result of inaccurate, incomplete, or revised information provided by the Client or others shall be considered Additional Services and compensated accordingly.
Unless specifically noted otherwise, service fees proposed herein exclude, but are not limited to: permit application and agency fees; consumptive use permitting; wetlands mitigation; threatened or endangered species studies; geotechnical investigations; traffic or parking studies; landscape architecture; irrigation design; site lighting; structural or MEP engineering; architectural services; construction inspection and certification; construction staking; third-party consultant services; expert witness services; and reimbursable expenses as outlined in the General Terms and Conditions.
2. **Standard of Care:** Acree Engineering LLC shall perform its professional services with the degree of skill and care ordinarily exercised by members of the same profession performing similar services under similar circumstances at that time and in a similar region. Acree Engineering LLC makes no warranties or guarantees, expresses or implied, and expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.
The Client acknowledges that professional engineering services involve the exercise of professional judgment and are subject to inherent uncertainties. Acree Engineering LLC does not guarantee project outcomes, agency approvals, or the discovery or resolution of all site conditions, even when services are performed in accordance with this Standard of Care.
Acree Engineering LLC is entitled to rely, in good faith, without independent verification upon information, documents, data, reports, surveys, and other materials furnished by the Client or others. Acree Engineering LLC shall have no duty to audit, verify, or independently confirm the accuracy or completeness of such information unless otherwise expressly included in the agreed scope of services. Acree Engineering LLC shall not be responsible for errors, omissions, or delays arising from inaccurate, incomplete, or subsequently changed information or from conditions not reasonably discoverable within the agreed scope of services. The Client shall promptly notify Acree Engineering LLC of any alleged deficiencies in the services upon becoming aware of them so that reasonable efforts may be made to mitigate potential damages. Failure to provide timely notice shall relieve Acree Engineering LLC of responsibility for damages that could have been avoided by such notice.
3. **Compensation and Payment Terms:** The Client agrees to pay Acree Engineering LLC the compensation for its services as described in this Proposal and any approved Change Orders. Compensation may be based on lump sum, not-to-exceed, or time-and-materials billing, as specified herein. Time-and-materials services shall be billed at Acree Engineering's then-current billing rates. Invoices will be issued monthly based on documented project progress. Payment is due upon receipt of invoice and considered delinquent if not paid within thirty (30) days. Payments may be made by check, ACH transfer, or credit card; credit card payments are subject to a 3.5% transaction fee. The Client acknowledges that delays in payment will result in corresponding delays to the project schedule. Acree Engineering reserves the right to suspend services and withhold submittals or deliverables until payment is brought current. Interest will accrue on unpaid balances at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, commencing thirty (30) days from the invoice date. Payment of invoices is not contingent upon approval by any regulatory agency or payment by third parties. Any amounts disputed by the Client must be identified in writing with reasonable specificity within ten (10) days of the invoice date; the undisputed portion shall be paid in accordance with these terms.
4. **Billing Rates:** Below is the current billing rate schedule for Acree Engineering LLC. Any hourly contract tasks will be billed according to this schedule.
 - Principal Engineer: \$200 per hour
 - Project Manager: \$180 per hour
 - Project Engineer: \$160 per hour
 - EIT / Designer: \$140 per hour
 - CAD Technician: \$120 per hour
 - Administrative: \$80 per hour
5. **Reimbursable Expenses:** Unless expressly stated otherwise, the Client shall reimburse the Acree Engineering LLC for all **Direct (Reimbursable) Expenses** incurred in connection with the Project, in addition to the agreed-upon professional fees. Reimbursable Expenses are those costs incurred on or directly attributable to the Project, including but not limited to:
 - Transportation expenses, including mileage for Engineer-owned vehicles billed at the current IRS-approved rate
 - Travel-related expenses such as airfare, lodging, meals, and associated incidentals
 - Printing, plotting, reproduction, binding, and presentation materials
 - Production and mounting of exhibits, exhibits boards, and specialty media
 - Courier, shipping, delivery, and messenger services
 Reimbursable Expenses furnished by third-party commercial sources shall be billed at actual cost-plus ten percent (10%),

and those furnished directly by the Engineer shall be billed at the Engineer's standard rates.

6. **Estimates and Retainer:** All fees, lump sum amounts, and billing rates provided by Acree Engineering LLC are estimates based on the scope of services, information, and conditions known at the time of proposal. Unless otherwise stated, quoted rates and lump sum amounts are valid for a period of ninety (90) days from the proposal date. If a written agreement or authorization to proceed is not executed within this ninety-day period, Acree Engineering LLC reserves the right to revise lump sum fees and adjust hourly billing rates to reflect the standard rates in effect at the time the agreement is executed. All billing rates are subject to change in accordance with Acree Engineering LLC's periodic and annual rate adjustments.

If a retainer is required, the retainer shall be held by Acree Engineering LLC for the duration of the Project and applied to the final invoice, unless otherwise stated in the Agreement. Upon completion or termination of the Project, any remaining balance due after application of the retainer shall be invoiced to the Client. If no outstanding balance remains after applying the retainer, any unused portion of the retainer shall be refunded to the Client.

7. **Changes in Scope:** The scope of professional services and any associated fees proposed by Acree Engineering LLC are based on information, existing site conditions, applicable regulations, and review requirements known or reasonably identifiable at the time of proposal or agreement execution. Land development projects in Northeast Florida frequently involve phased approvals, evolving regulatory interpretations, and site-specific conditions that may not be fully ascertainable at project inception. As the Project progresses, conditions may arise that require revisions to the scope of services, compensation, or schedule. Such conditions may include, but are not limited to: unforeseen site or subsurface conditions; differing physical or environmental conditions; discovery of wetlands, floodplain constraints, protected species, or hazardous materials; changes in code requirements or agency standards; additional or revised requirements imposed by regulatory authorities (including local jurisdictions, water management districts, state or federal agencies); delays or redesign resulting from actions or inactions of others; or changes requested by the Client or governing authorities. When such conditions occur, Acree Engineering LLC shall notify the Client as reasonably practicable, and the parties shall cooperate in good faith to equitably adjust the scope of services, fees, and schedule through a written amendment or authorization for additional services. Services outside the originally agreed scope shall be considered additional services and shall not be undertaken without written authorization from the Client or the Client's designated representative. If the parties are unable to reach agreement on appropriate adjustments, either party may terminate the Agreement in accordance with the termination provisions. In the event of an emergency affecting public health, safety, or the environment, Acree Engineering LLC may take immediate action as reasonably necessary and shall be equitably compensated for such services.

8. **Client's Responsibilities:** The Client shall designate, in writing, a representative authorized to act on the Client's behalf. The Client shall timely furnish Acree Engineering LLC with all information, documents, approvals, and directives necessary for the orderly performance of the Services. The Client is responsible for securing all required permits, approvals, licenses, and access rights unless expressly included in the scope of services. To the extent the scope of services include assistance with permitting or approvals, such assistance shall be limited to preparing and submitting customary applications and forms and shall not include guarantees of agency approval or processing timelines. The Client shall furnish all information in the Client's possession or reasonably obtainable that is relevant to the Project, including prior reports, surveys, studies, environmental data, site information, title information, easements, utility records, and descriptions of existing conditions. The Client shall disclose any known, suspected, or assumed hazardous materials, contamination, wetlands, floodplains, protected species, or other environmental or regulatory constraints affecting the Property. Acree Engineering LLC may rely upon all such information ("Client Data") without independent verification and shall not be liable for errors, omissions, delays, or increased costs arising from inaccurate, incomplete, misleading, or undisclosed Client Data. Discovery of conditions differing from those disclosed or reasonably anticipated shall constitute a change in scope, and any resulting additional services shall be subject to equitable adjustment of fees and schedule.
9. **Ownership of Documents:** All reports, drawings, plans, designs, specifications, calculations, computer files, data, and other documents or instruments of service prepared or furnished by Acree Engineering LLC in connection with the Project (collectively, "Documents") are instruments of service and shall remain the property of Acree Engineering LLC, including all common law, statutory, and reserved rights, including copyright. The Client is granted a limited, non-exclusive license to use the Documents solely for the specific Project and purpose for which they were prepared, provided the Client has paid all amounts due to Acree Engineering LLC. The Documents may not be reused, modified, relied upon for other projects or locations, or made available to third parties without prior written consent. Any reuse, reliance, or modification of the Documents without authorization shall be at the Client's sole risk, and the Client agrees to defend, indemnify, and hold harmless the Acree Engineering LLC from any claims or liabilities arising from such unauthorized use. If Documents are provided in electronic format, the Client acknowledges that the electronic files may be incomplete or inaccurate due to transmission or formatting and that the original retained documents shall govern. Any modification of electronic Documents by the Client or others shall be at the Client's sole risk.
10. **Limitation of Liability:** To the fullest extent permitted by Florida law, the Client agrees that the total aggregate liability of Acree Engineering LLC, including its members, officers, directors, employees, and subconsultants, for any and all claims, losses, damages, costs, or expenses of any nature whatsoever arising out of or relating to this Agreement or the Services provided hereunder—whether arising in contract,

tort, negligence, strict liability, indemnification, or otherwise—shall be limited to the lesser of:

- a) the total compensation paid to the Engineer for services rendered on the specific Project giving rise to the claim; or
- b) Fifty Thousand Dollars (\$50,000).

This limitation of liability applies to all causes of action and claims asserted by the Client or by any third party claiming by, through, or under the Client, and shall apply regardless of whether such claims arise from alleged negligence, errors, omissions, breach of contract, or breach of any legal or professional duty, except to the extent such limitation is prohibited by law. In no event shall Acree Engineering LLC be liable to the Client for any incidental, indirect, special, punitive, or consequential damages, including but not limited to loss of profits, loss of use, loss of business, loss of financing, delay damages, or loss of reputation, arising out of or related to the Project or this Agreement, even if Acree Engineering LLC has been advised of the possibility of such damages. The Client acknowledges that the fees charged by Acree Engineering LLC reflect this allocation of risk and that the Engineer would not enter into this Agreement without this limitation of liability.

11. **Indemnification:** To the fullest extent permitted by Florida law, the Client agrees to indemnify and hold harmless Acree Engineering LLC, its members, officers, directors, employees, and consultants from and against any and all damages, liabilities, losses, and costs, including reasonable attorneys' fees, arising out of or relating to this Project or the performance of services under this Agreement, except to the extent such damages, liabilities, losses, or costs are caused by the negligent acts or negligent failure to act of Acree Engineering LLC. In no event shall the Client be required to indemnify Acree Engineering LLC for damages caused by Acree Engineering LLC's sole negligence or willful misconduct. The indemnification obligations set forth herein shall be limited to the Client's proportional share of responsibility for the damages claimed. Nothing in this provision shall be construed to require indemnification beyond that permitted by applicable law.

12. **Termination of Contract:** Either the Client or Acree Engineering LLC may terminate this Agreement for any reason, or for cause, by providing written notice to the other party. Termination shall become effective on the date specified in the notice, or if no date is specified, within a reasonable time after receipt of such notice. Upon termination, Acree Engineering LLC shall cease work as directed and shall submit a final invoice for all Services performed and reimbursable expenses incurred through the effective date of termination. Such Services shall include, without limitation, work performed prior to termination as well as costs associated with termination itself, including demobilization, reassignment of personnel, modification of schedules, and close-out activities. The Client shall pay all amounts due under the final invoice within thirty (30) calendar days of receipt. Payment obligations shall survive termination of this Agreement. Termination of this Agreement shall be without prejudice to any rights or remedies available to either party under this Agreement or applicable law. Provisions which by their nature are intended to survive termination, including but not limited to payment obligations, ownership of documents, limitation of liability,

and indemnification, shall survive termination. **Survival: The provisions regarding payment, ownership of documents, limitation of liability, and indemnification shall survive termination.**

13. **Governing Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflict or choice-of-law principles. Each party irrevocably and unconditionally submits to the exclusive jurisdiction and venue of the state and federal courts located in the county where Acree Engineering LLC's principal office is located, for any action, suit, or proceeding arising out of or relating to this Agreement or the services provided hereunder. Each party knowingly and irrevocably waives any objection based on improper venue or forum non-convenience and further waives any right to a trial by jury in any such action or proceeding.

EXHIBIT 10



Sept 2026	Field Operations Manager's Rep
Field Operations Manager	Harold Burns
Community	Winchester Ridge-Trails CDD
Created Work Orders Last 60 Days	255
Completed Work Orders Last 60 Days	255
Current Open Work Orders	2

DEPARTMENTAL & OPERATIONAL REPORT

LANDSCAPE AND IRRIGATION:

- Mowing assignments phase 1&2 are being completed on Thursdays & Fridays summer/fall season.
- Bland discrepancies are being relayed to account management and district manager weekly.

POND AND FOUNTAIN MAINTENANCE:

- Solitude pond management monthly onsite huddle for pond trash removal & algae treatment completed.

AMENITY CENTER

- Rail fence repair/replacement completed near pool filter area. (august)
- Pool tile repair completed. (July)
- District Manager property inspections completed. (august)
- Operational requests – None currently.

Residents Suggestions & Request

None