



Rizzetta & Company

Heritage Isle at Viera Community Development District

**Board of Supervisors
Meeting
May 26th, 2026**

District Office:
8529 South Park Circle, Suite 330
Orlando, Florida 32819
407.472.2471

www.heritageisleatvieracdd.org

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors	Bob Goldstein Kenneth Walter Jo Labreque Jon Smallegan David Francis	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Brian Mendes	Rizzetta & Company, Inc.
District Counsel	Wes Haber	Kutak Rock, LLP.
District Engineer	Ana Saunders	BSE Consultants

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

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

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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.

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

District Office – Orlando FL – (407) 472-2471

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, FL 33614

www.heritageisleatvieracdd.com

May 20th, 2025

**Board of Supervisors
Heritage Isle at Viera Community
Development District**

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Heritage Isle at Viera Community Development District will be held on **May 26th, 2026, at 10:30 a.m.** at the **Heritage Isle Clubhouse** located at **6800 Legacy Blvd., Melbourne, FL 32940**. The following is the final agenda for this meeting:

1. CALL TO ORDER / ROLL CALL

2. PUBLIC COMMENT

3. COMMUNITY UPDATES

- A. Monthly Report(s) Update by Supervisor Ken Walter.....Tab 1
 - 1. April & May 2026 CDD Landscape Report
 - 2. May 2026 Joint Landscape Committee Report
- B. Pond Maintenance Update
- C. Juniper Community Updates
- D. Field Service Updates
 - 1. May 2026 Landscaping & Irrigation Report.....Tab 2
 - 2. Consideration of Landscape RFP Project ManualTab 3
- E. TIGRIS
 - 1. May 2026 Service ReportTab 4
- F. Hoover Pumping Systems.....Tab 5
 - 1. May 2026 Service Report
 - 2. Consideration of Industrial Control Panel Air Conditioner Replacement

4. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. District ManagerTab 6
 - 1. Q1 Website Audit Review
 - 2. Presentation of Registered Voter Count

5. BUSINESS ADMINISTRATION

- A. Consideration of the Minutes of the Board of Supervisors Meeting Held on March 24th, 2026,Tab 7
- B. Ratification of Operation and Maintenance Expenditures for February & March 2026Tab 8

6. BUSINESS ITEMS

- A. Ratification of District ItemsTab 9
 - 1. Juniper
 - a. Funston Bullnose Repair/Revamp
 - b. Bancroft Bullnose Repair/Revamp
 - c. Plant Removal & Replacement Behind Guard House
 - d. Front Entrance Median Tree & Plant Installation
 - e. Phase 2 Replacement of 3 Valves
 - 2. Druse Landscaping
 - a. Bancroft & Funston Bullnoses

	b. 3415 Sansome - Vibranium	
B.	Consideration of Bridge Enhancement Proposals	
	1. CVS Restorations	Tab 10
	2. Sunrise Deck & Dock.....	Tab 11
C.	Consideration of Resolution 2026-03, Reappointing Assistant Treasurer.....	Tab 12
D.	Consideration of Resolution 2026-04, Adopting the Amended FY 25/26 Budget	Tab 13
E.	Consideration of Resolution 2026-05, Setting a Public Hearing on Revised Rules of Procedure.....	Tab 14
7.	SUPERVISOR REQUESTS AND COMMENTS	
8.	ADJOURNMENT	

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (407) 472-2471.

With appreciation,

Brian Mendes

Brian Mendes
District Manager

TAB 1

April 2026 CDD Landscape Report

It's mid April and we are still dealing with the fallout from the February frost event. Juniper commenced the plant debris/ removal process on 16 April. The starting point is at our front entrance and property outside the gate along the Wickham rd sidewalk. They will proceed heading north in Legacy blvd. The Juniper enhancement team is performing the work 2 days per week. However, they are looking to speed up the process with additional personnel.

All the Ixoras at the bullnoses perished and will be removed. The trinettes will require hard pruning as they are showing signs of life. Trinettes are located on both sides of Legacy blvd.

The trinettes at the back gate for the most part are recovering but there is a section adjacent to the incoming gate that might need to be removed depending if hard pruning is not an option.

The first 2 days of cleanup filled up an entire truck load. Once Legacy blvd debris removal is completed, they will move into the parks. Here we have a mixed bag of plantings including fire bush
Ruella, ficus, hibiscus etc.

More specifically, the following work is underway on Legacy blvd.

South entrance- remove 45 Ixoras
Behind Guard House- remove 20 dwarf Ixoras
Galindo South- remove 10 dwarf Ixoras, 10 Ficus, 1 Hibiscus
Galindo North- remove 60 Ruella
Camberley- remove 4 dwarf Ixoras
Savoy- remove 4 Ixoras and 20 Ruella
Carambola- remove 32 dwarf Ixoras
LeConte- remove 40 ficus and 22 Ixoras
Funston south- remove 1 hibiscus
Funston north- remove 40 dwarf Ixoras
Quint- remove 6 dwarf Ixoras
Balboa- remove 8 dwarf Ixoras, 66 ficus, 4 button wood and 6 croton
Sansome- remove 18 Ixoras
Ingerson - remove 5 Hibiscus
North entrance- remove 12 croton and 4 Hibiscus

The park work will commence after Legacy blvd is complete. The following is provided.

Phase 1 - remove 48 Ixoras
Phase 2- remove 200 Ruella, 6 oleander and 3 TI plants

Phase 3- remove 38 Ruella and 28 fire bush
Phase 4- remove 300 fire bush and 5 hibiscus
Phase 5- remove 15 Ixora
Phase 6- nothing
Phase 7- nothing
Phase 8- remove 12 Ixora

We are gathering information about potential replacement plants which will be frost tolerant. There are a number of shrubs that are frost tolerant. I have asked Juniper for a proposal to address the front entrance median plant bed and behind the guard house since it's completely bare now, not a good look. We need to get this taken care of first. More to follow.

Trees- we have 5 foxtails that suffered frost damage . And don't look like they are recovering and will require removal. There are 4 around the circle on Legacy blvd in front of the clubhouse, and 1 in phase 7 near the pond sidewalk.

General Landscaping

Juniper is now mowing property each week. The common area property is mowed in conjunction with the homeowner lots. And as of this report are back on schedule. Legacy blvd has its own weekly mow schedule .

Detail work continues as scheduled. The Legacy blvd hedge line will be pruned and prepared for the intense growth period by spraying a growth inhibitor application.

Tall Palm tree annual pruning- the annual tall palm tree pruning commences 20 April 2026. The path of motion will be similar to last year. The Juniper sub- contractor will have a 15 personnel crew with supervision on property each day.

Irrigation

We currently have a section of irrigation near the front gate and along Wickham rd that is currently on 10 timers as Juniper diagnosis the problem which is most likely wire related. Repairs are underway.

The common areas are receiving irrigation twice weekly.

Phase1 irrigation overhaul. DVI is currently in the process of overhauling the irrigation control system in phase 1 and is making good progress. Weather permitting, this project should be completed by late June.

Other

Water main update- the City of Cocoa water repaired a mainline leak on Floristana Dr (last fall) and on McGrady Dr (more recent). These repair efforts required removal of the sidewalk to access the valve. Finally after 7 months the Floristana sidewalk has been repaired and McGrady was also repaired last week.

Summary

Juniper has plenty of work on their plate right now with the frost cleanup and the scheduled regular maintenance tenancies. They have on boarded 13 additional personnel for Heritage Isle, they continue to meet all requirements.

Thank you!

Ken Walter
3372 Russ Pl. 32940
Heritage Isle ,CDD, Board of Supervisors, Vice Chair
kwaltercdd@gmail.com
us

CDD landscape report for May 2026

We are just about finished with the Spring weather and now moving into the summer months with its Mother Nature . Juniper has been preparing the property with additional spraying for weed mitigation and fertilizer. And are meeting the scheduled landscape services.

The grass throughout our common areas appears healthy. However, we have a few spots in park 4 where there are some significant bare spots. Juniper is checking the irrigation for coverage. If recovery is not possible, we will need to install new sod.

Legacy blvd:

The front entrance will be receiving a total refresh with a medley of perennial shrubs and flowers, all of which are frost tolerant. The bed behind the guardhouse will also receive a similar refresh. The front entrance needs to look well appointed as our homeowners and guests enter our community,

The new annuals have been installed on all the Legacy blvd points. They look very nice.

Juniper will be focusing more attention on the following areas;

- Crepe Myrtle tree pencil pruning
- ligustrum pruning
- improving the bed definition
- pruning low hanging hardwood limbs
- prune the hedge line

Parks:

Juniper will be focusing more attention on the following areas;

- park 1, remove dead Ixoras around the pergola
- park 2, prune low hanging limbs, improve bed definition
- park 3, clean up bed weeds, remove dead plants near hedge line, prune low hanging limbs and remove stakes
- park 4, reinvigorate the north entrance sod
- park 5, remove dead Ixoras on the berm
- park 6, clean up weeds in the beds
- park 7, no additional action required
- park 8, remove dead fire bush and remove the stakes

Irrigation:

Phase 1 irrigation control system overhaul- DVI is on schedule to complete the overhaul by 29 May 2026. Unlike phase 3 where the irrigation valves are in the backyards, phase 1 valves are located in the front yards. As previously discussed, this posed some challenges with the lateral drilling for the conduit install. We experienced some pipe hits while drilling requiring repair and also some pavers were affected requiring reinstallation. Additionally boring under two streets caused some noticeable raising which is being repaired.

At the time of this report DVI is installing the decoders and required solenoids followed by cut-over to controller 11 and go live. As a reminder, DVI configured the phase 1 control system to operate solely from controller 11. this eliminated the need for two controllers (one less controller to maintain).

Phase 2 repairs- three valves in the park required replacement due to malfunction . Repairs have been accomplished.

Frost Recovery:

Juniper has been doing an excellent job with the hard pruning throughout the community. The parks on the west side of the property received the hard pruning and plants are showing signs of recovery. They are currently removing dead plantings and hard pruning in the east side parks. We expect this process to be completed by mid- June.

The good news for the CDD is that we only have a few areas in the parks where replanting is required due to positive recovery results. However the parks requiring replanting include the following,

Phase 1 park around the pergola

Phase 5 park around the berm

Legacy blvd, bullnose accent plants to replace dead Ixoras

Tall palm tree pruning- DWC which is the Juniper sub-contractor for the palm tree pruning did a great job throughout Heritage Isle and especially on CDD property. They still have to prune the foxtails on the Legacy blvd circle. The small, foxtail perished and will be flush cut. We will have to replace that palm with another foxtail for a consistent look.

Summary:

As we move into the summer months, Juniper has been preparing for the high demand landscape requirements. And we expect them to stay on top of the requirements to ensure they deliver,

1. Quality landscape services
- 2, Reliable irrigation
3. “sharp” looking property

Thanks

Ken Walter

3372 Russ Pl. 32940

Heritage Isle ,CDD, Board of Supervisors, Vice Chair

kwaltercdd@gmail.com

Joint Landscape Committee report for May 2026

The JLC held its May 2026 meeting on 7 May 2026 in the clubhouse. Since our last JLC meeting we had a committee member resign leaving the committee with 8 members. The meeting today had 6 members in attendance meeting quorum.

Chair Comments:

We are heavy into the frost damage recovery process . The hard pruning, first pass is concluding with the completion of phases 7-8. Then Juniper will be making a second pass and address the frost damaged shrubs again to determine if additional pruning is required.

After almost 4 months since the frost, we are now seeing life in many of the damaged plants and shrubs. They have done an excellent job with the recovery efforts throughout Heritage Isle on home owner lots, clubhouse and common areas (CDD).

With Spring ending and Summer is upon us, Juniper is preparing for the heat and rain. Weed mitigation prevention via spraying is underway. At this point in time, we've already had some days reaching 90 degrees!

Special thanks are in order to Leland, Juniper and their palm tree sub-contractor (DWC outdoors). This business agreement yielded superb palm tree service performance. The entire community received the tall palm tree pruning within three weeks. It was accomplished efficiently with no debris to remove from the property. That's a record on its own.

What's even more significant, DWC also addressed the palm trees that were damaged by the frost including the foxtails and Xmas palms. This included pruning back the foxtails and Xmas palms deemed healthy. And for those palms deemed unsalvageable by the arborist, were flush cut. The JLC will be sending a thank you note to DWC for a job well done BZ.

General landscaping:

Juniper is back on schedule with the regular landscaping services. The mowing and results have been excellent and the grass has a healthy look.

Weed mitigation is underway. We expect the detail to focus more attention on the weed control throughout the property. There has been excellent progress mitigating the crack weeds.

Juniper will be focusing attention on the hardwood low hanging limbs. The requirement is to ensure clearance over the sidewalks must be no lower than 8ft, and 15ft over the roads which is more relevant with Legacy blvd.

Crepe Myrtle pruning (pencil pruning) is on going with the detail services.

Front Entrance Refresh- a proposal has been submitted to the CDD to refresh the median bed at the front entrance and behind the guardhouse. This will be a medley of perennial flower bearing plants plus some shrubs all of which are frost tolerant. This will add some color to the landscape which will enhance the entry look as homeowners and visitors enter our community.

Work Orders are being managed and worked.

Irrigation:

The 45 day wet checks are on schedule. At the time of this meeting we only had a few timers deployed, repairs are currently underway. The current water regimen is twice each week with a typical run time of 15 minutes.

Phase 1 irrigation control system overhaul- DVI is making good progress with the conduit and 2 wire install. They are completing this process by mid May. Once that process is complete, they will install the decoders and the cut-over to controller 11. An eblast to the community will provide an update with the project.

As previously addressed, the irrigation valves are in the front yards and the process of drilling and boring in the front yards would be challenging.

During this process, we experienced some irrigation line breaks which were repaired immediately and on two streets where boring is required, the shallow boring caused some lifting of the road surface. And some driveways had paver movement. The vendor is responsible for the repairs.

We expect the phase 1 irrigation overhaul to be completed by early June 2026!

Old Business:

The next topic for the newsletter will address “ medicinal plants”

The JLC provides a review of all landscaping applications to the ACC. And Joanne Post and Annette Miele have been involved with this process. They have helped homeowners with plant recommendations with their applications. And we thank them for their contributions?

Stakes- juniper will be removing old stakes located in some of our parks.

New Business

Juniper and Leland will be sponsoring a plant sale scheduled on 12 June 2026. An announcement has already been sent out via eblast. As we get closer to the event, more details will be provided.

Thank you,

Ken Walter

Chair, JLC

TAB 2

HERITAGE ISLE AT VIERA CDD

LANDSCAPE INSPECTION REPORT



May 4, 2026

Rizzetta & Company

Community Asset Management Report

Matthew Mironchik – Community Asset Manager



Rizzetta & Company
Professionals in Community Management

General Notes/Legacy Blvd./Path South Of Galindo Cir.

General Notes

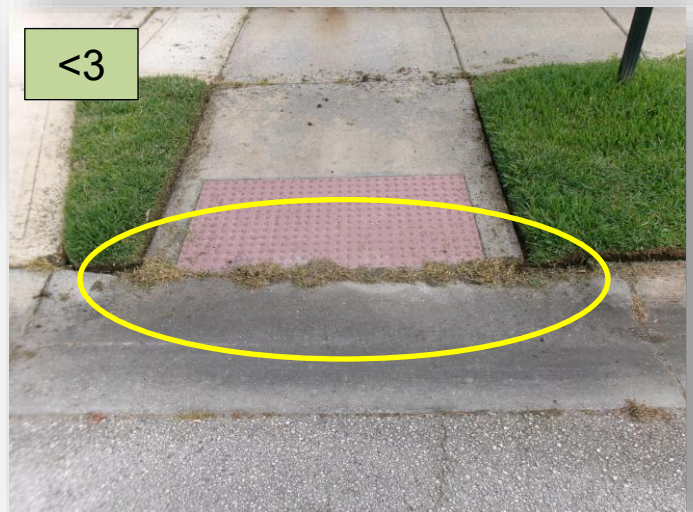
- April's Ornamental Plants and May's fertilization of St. Augustine(Liquid Application)have been performed. Turf looked excellent during the inspection.
- Cutbacks of frost damaged plant material had started East of Legacy Blvd. and crews continue to work their way around the community.

The following are action items for Juniper to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient of more than a month. **Green text** indicates a proposal has been requested. **Blue text** indicates irrigation. **Black Underlined text** indicates Board information or decisions.

1. Christmas lights were observed in the ornamental bed, near the bridge on Legacy Blvd. Southbound. Detail crews should be instructed to remove all debris while detailing beds.(pic.1)



2. In one of the beds along the path, behind the residences on Galindo Cir. along Lake IVF-W2, there is the lid for a drain. I searched the area but could not find where this came from. Please locate drain and replace lid.(pic.2>)



3. Once crack weeds have been sprayed and have died, crew members should be instructed to line trim them so they are no longer visible(pic.3>)



All Tree Ring and Ornamental Beds

4. Crew members should be instructed to edge tree rings and bed edges uniformly to create a neat and tidy appearance and provide ample space to prevent mechanical damage to plant material.(pic.4a-4d>)



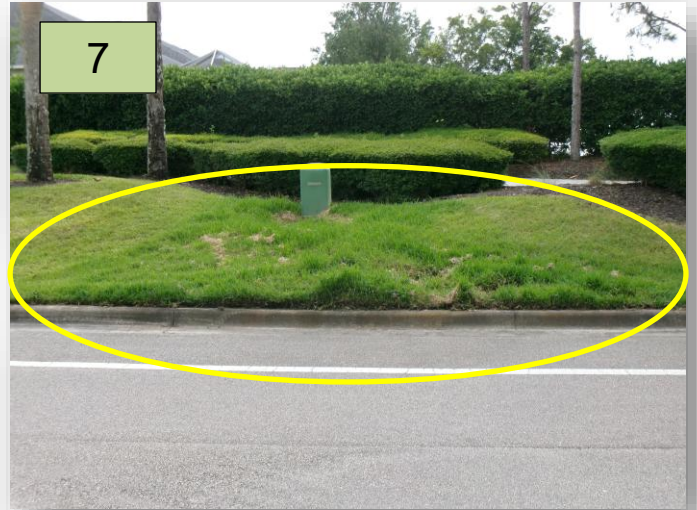
5. While performing cutbacks, crew members should be instructed to hand pull weeds while they are in the beds. This will help prepare the beds for mulch and get ahead of bed weeds before the rainy season.(pic.5>)
6. At the time of this inspection, I observed tall turf weeds near the entrances of the bridges. These areas need to be line trimmed during each mow event.(pic.6a>>-6c>>)



Bridge Entrances/Legacy Blvd./Path Between Balboa and Quint



7. On Legacy Blvd. Northbound, just before Balboa Pl., there appears to have been some utility work that has left the ground uneven. Crew members should be instructed to line trim areas that cannot be mowed to keep grass at a height relative to the grass around it.(pic.7)



7. Several areas of the Viburnum hedge between Balboa Pl. and Quint Dr. look to be drought stressed. Please have irrigation team check to make sure that irrigation is functioning properly in this area.(pic.7a,7b>>)

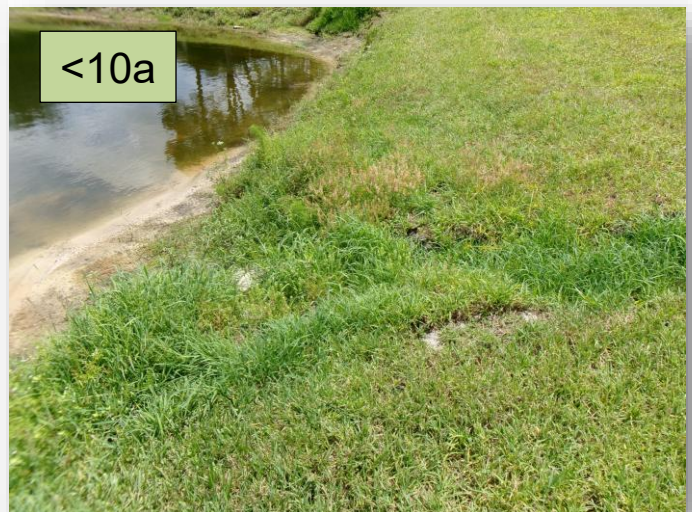




8. Along Lake WB-VI-37A, between Anza St. and Van Ness Dr., there is a Bald Cypress that is taking longer to come out of dormancy than the trees around it. I will monitor this to see if it comes back.(pic.8)



9. Several of the ornamental grass beds around Lake WB-VI-35A, between Russ Pl. and Sansome Cir. Have dead grasses and weeds. Crew members should be instructed to pull all dead plant material and spray or hand pull weeds.(pic.9a>,9b>)



10. Mentioned in the previous report, on Lake WB-VI-35, between Sansome Cir. and Funston Cir. where two areas of erosion have been fixed, a third area is starting to form. (pic.10a>>,16b>>)



Lake WB-VI-35



TAB 3

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES
HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT

Prepared by:

Rizzetta & Company
8529 Southpark Cir #330
Orlando, FL 32819

June 2026

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**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

Landscape & Irrigation Maintenance Services
Brevard County, Florida

Heritage Isle at Viera Community Development District (the “District”) hereby requests proposals to provide services relating to the exterior landscaping & irrigation maintenance services for Heritage Isle at Viera Community Development District, all as more specifically set forth in the Project Manual.

The Project Manual will be available beginning June 1, 2026 at 12 (noon) p.m. (EST) at the office of Rizzetta & Company, Inc., 8529 Southpark Circle #330, Orlando, Florida, 32819 for the sum of \$100.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein will preclude the District’s consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal, contract documents, project scope, technical specifications, and site plan. Please make checks payable to Rizzetta & Company, Inc. NO CASH OR CREDIT CARD ACCEPTED. The Landscape Specialist shall be the contact person regarding the Project Manual. Mr. Matthew Mironchik can be reached by [email at mmironchik@rizzetta.com](mailto:mmironchik@rizzetta.com) or via phone at _____.

There will be a Mandatory Pre-Proposal Meeting on _____, 2026, at _____ pm (EST) at The Heritage Isle Club, 6800 Legacy Blvd #6692, Melbourne, Florida 32940. Failure to attend will preclude the District’s consideration of a proposal submitted by a non-attending proposer. The Project Manual will not be available for sale at the mandatory pre-proposal meeting, but will be available at the Rizzetta & Co., Inc. office at the address stated above until _____, 2026, at _____ p.m. (EST).

The District is a special-purpose taxing District created by Chapter 190 Florida Statutes. The entities submitting proposals must be able to provide for the level of service as outlined in the Project Manual and meet the following qualifications: (i) fully licensed and insured, (ii) 5 years minimum continuous operation (iii) experience with at least three other communities of a similar nature, size and amenity level to the Heritage Isle at Viera CDD project, with verifiable references on those projects, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, (v) Proposer will be encouraged to have made a site visit prior to submitting the proposal and will be responsible for 100% of their own area takeoffs, and (vi) Proposer must submit total price along with an option for two (2) one (1) year renewals with price.

The District has the right to reject any, and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Rizzetta and Company, Inc., 3434 Colwell Avenue #200, Tampa, Florida, 33614. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made by the Board of Supervisors on the basis of qualifications according to the evaluation criteria contained within the Project Manual and will meet on [REDACTED], 2026, at 10:30 am (EST) at Heritage Isle Clubhouse located at: 6800 Legacy Blvd., Melbourne, FL 32940, to conduct said ranking. The meeting is hereby publicly advertised. Any and all questions relative to this project shall be directed in writing, by e-mail only, to Matthew Mironchik at mmironchik@rizzetta.com, no later than June 25, 2026, by 4:00 pm (EST). Answers will be provided to all eligible proposers by 5:00 p.m. (EST), June 30, 2026.

Firms desiring to provide services for this project must submit one (1) original, seven (7) copies and one (1) digital copy, in the form of a flash drive, of the required proposal no later than 11:00 am (EST) on July 7, 2026, at the office of Rizzetta and Company, Inc., 8529 Southpark Circle #330, Orlando, Florida, 32819, Attention: Matthew Mironchik. Proposals shall be submitted in one sealed opaque package, shall bear the name of the proposer on the outside of the package, and shall identify the name of the project. Proposals will be opened at the time and date stipulated above; those received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Any person requiring special accommodation at this meeting because of a disability or physical impairment should contact the District Office at (407) 472-2471 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8770, for aid in contacting the District Office. A copy of the agenda for this meeting may be obtained from the District Manager, Rizzetta and Company, Inc., 8529 Southpark Circle #330, Orlando, Florida, 32819. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Heritage Isle at Viera Community Development District
Brian Mendes, District Manager bmendes@rizzetta.com
Run Date: May 29, 2026

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT
Landscaping and Irrigation Maintenance Services
Brevard County, Florida

Instructions to Proposers

SECTION 1. DUE DATE. Sealed proposals must be received no later than 11:00 a.m. (EST) on July 7, 2026, at the offices of Rizzetta & Company, Inc., 8529 Southpark Circle #330, Orlando, Florida 32819, Attention: Matthew Mironchik. Proposals will be publicly opened at that time.

SECTION 2. MANDATORY PRE-PROPOSAL MEETING. A mandatory pre-proposal meeting will be held for the purpose of discussing the project manual on [REDACTED], 2026, at [REDACTED] : [REDACTED].m. (EST) at The Heritage Isle Club, 6800 Legacy Blvd #6692, Melbourne, Florida 32940. The pre-proposal meeting may include, but not be limited to, a discussion of contract requirements, inspections, evaluations, and submittal requirements. The District will not consider a proposal from any proposer that does not have an authorized representative present at the pre-proposal meeting. Proposers must arrive at the pre-proposal meeting at or before [REDACTED] : [REDACTED].m. (EST) in order to be qualified to submit a proposal.

SECTION 3. SIGNATURE ON PROPOSAL. The proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.

SECTION 4. FAMILIARITY WITH THE PROJECT/SITE CONDITIONS. Before submitting a proposal, the Proposer shall carefully examine the drawings, read the specifications, visit the project site, and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the project and the existing site conditions.

SECTION 5. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Unfamiliarity on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances, and regulations.

SECTION 6. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. In order to submit a proposal, each proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; (2) have at least five (5) years continuous experience with landscaping maintenance projects; (3) attend the Mandatory Pre-Proposal Meeting; and (4) submit total price along with an option for two (2) one (1) year renewals with price.

SECTION 7. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via email only, to Matthew Mironchik at mmironchik@rizzetta.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties recorded as having received the Project Manual. The deadline for questions is September 22, 2023, 4:00 p.m. (EST). Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 9. SUBMISSION OF PROPOSAL. Submit one (1) original, seven (7) hard copies and one (1) digital copy in the form of a flash drive of the proposal forms, along with other requested attachments, at the time and place indicated herein. Submission shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer, and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Heritage Isle at Viera Community Development District – Landscape and Irrigation Maintenance)” on the face of it.

SECTION 10. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 11. PROJECT MANUAL DISK. The Project Manual will be available beginning June 1, 2026, at 12:00 p.m. (EST) from the Offices of Rizzetta & Company, Inc., 8529 Southpark Circle #330, Orlando, Florida, 32819. The cost for the Project Manual is **\$100.00**; please make checks payable to Rizzetta & Company, Inc. **NO CASH OR CC ACCEPTED.**

SECTION 12. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda. In making its proposal, each Proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.

SECTION 13. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 14. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award or Notice of Intent to Award from the District, the Proposer shall enter into and execute the Contract in substantially the form included in the Project Manual, unless requested otherwise by the District.

SECTION 15. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff, and consultants as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 16. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend, and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs, and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 18. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Proposal Documents:

- A. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- B. Completed Proposal Forms (forms included with Project Manual).
- C. List position or title and corporate responsibilities of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level.
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as the name, address, and phone number of a contact person. Highlight previous or currently contracted work with other community development districts. (Forms attached as part of Contractor's Qualification Statement).
- F. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.
- G. Completed copies of all other forms included within the Project Manual Disk.

SECTION 19. PROTESTS. Any protest regarding the Proposal Documents/Project Manual, including the Evaluation Criteria, specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours after the Project Manual is made available to qualified Proposers, at the offices of Rizzetta & Company, Inc., 3434 Colwell Avenue #200, Tampa, Florida, 33614, Attention: Richard Hernandez. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any document included in the Project Manual, including the Evaluation Criteria, plans, specifications, and Project Documents.

SECTION 20. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheet, contained within the Project Manual. **The Proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the Project. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced proposal.**

6. Is the Proposer incorporated in the State of Florida? Yes (___) No (___)

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes (___) No (___)

If no, please explain: _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated. _____

- Is the company in good standing with the State? Yes (___) No (___)

If no, please explain: _____

- Date incorporated _____ Charter No. _____

- Is the Proposer's company authorized to do business in the State of Florida? Yes (___) No (___)

6.3 If Proposer is not incorporated, please identify the type of business entity, (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes (___) No (___)

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(2023) _____, (2024) _____,

(2025) _____.

9. What are the Proposer's current insurance limits?

General Liability \$ _____
Automobile Liability \$ _____
Umbrella Coverage \$ _____
Workers Compensation \$ _____
Expiration Date ___ / ___ / _____

10. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes (___) No (___) If so, state the name(s) of the company(ies) _____

The state(s) where barred or suspended: _____
State the period(s) of debarment or suspension: _____

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes (___) No (___) If so, where, and why? _____

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes (___) No (___) If so, state name of individual, other organization and reason, therefore.

13. List any and all litigation to which the Proposer, any personnel to work at Heritage Isle, any officer and/or employee of the Proposer has been a party in the last five (5) years.

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes (___) No (___) If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

-
-
15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: _____

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.
19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name _____ Position _____

Type of Work _____ Yrs. Exp. _____ Yrs. With Firm _____

Name _____ Position _____

Type of Work _____ Yrs. Exp. _____ Yrs. With Firm _____

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Heritage Isle at Viera CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Heritage Isle at Viera CDD should consider the Proposer for bidding on the landscape services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

Name of Proposer

By: _____

[Type Name and Title of Person Signing]

This _____ day of _____, 20__.

(Corporate Seal)

Sworn to before me this _____ day of _____, 20__.

(Seal) _____ Notary Public/Expiration Date

CORPORATE OFFICERS

Company Name: _____

Date: _____

Provide the following information for Officers of the Proposer and parent company, if any:

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY/STATE
FOR PARENT COMPANY (if applicable)			

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer Signature Here)

Sworn to before me this _____ day of _____, 20__.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer's proposal.

(Signature of a General Partner is Required)

Sworn to before me this _____ day of _____, 20__.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

State of _____ ss:

County of _____

(title) _____ of
the _____

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposer will be considered good cause for rejection of Proposer’s proposal.

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this _____ day of _____, 20__.

Notary Public/Expiration Date:

(SEAL)

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL
LANDSCAPING AND IRRIGATION MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel (20 Points Possible) (_____ Points Awarded)

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Proposed Staffing Levels

Landscape Maintenance staff will include _____ laborers, _____ Supervisors, and _____ Technical personnel. These positions are to be listed in terms of Full-Time Equivalents (FTE). In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists, turf specialist, horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

2. Experience and Available Equipment (20 Points Possible) (____ Points Awarded)

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, and available equipment, number of trained operators, etc.)

1. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____
Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

2. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____
Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

3. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____
Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

4. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

5. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE: _____

3. Understanding Scope of Work (25 Points Possible) (____ Points Awarded)

Does the proposal demonstrate an understanding of the District’s needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it clearly demonstrate the ability to perform these services?

4. Price (20 Points Possible) (____ Points Awarded)

Twenty (20) points will be awarded to the Proposer submitting the lowest proposal for Parts 1 - 4 – the Contract Amount. AN AVERAGE OF ALL THREE (3) YEARS OF THE CONTRACT WILL BE FACTORED WHEN AWARDING POINTS FOR PRICING. All other proposers will receive a percentage of this amount based upon a formula which divides the low proposal by the Proposer’s proposal and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor “A” turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor “B” turns in a bid of \$265,000. Bid “A” is divided by Bid “B” then multiplied by the number of points possible (20). $(210,000/265,000) \times 20 = 15.85$, therefore, Contractor “B” will receive 15.85 of 20 possible points. Contractor “C” turns in a bid of \$425,000. Bid “A” is divided by Bid “C” then multiplied by the number of points possible (20). $(210,000/425,000) \times 20 = 9.88$, therefore, Contractor “C” will receive 12.35 of 20 points.

5. Reasonableness of quantities and costs. (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL costs, numbers, and quantities (i.e., fertilizer quantities, mulch quantities based on Contractor’s field measurements) provided in Parts 1,2,3,4 & 5.

Proposer’s Total Score (100 Points Possible) (____ Points Awarded)

END

**AGREEMENT BETWEEN _____, AND
HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT
FOR LANDSCAPING AND IRRIGATION MAINTENANCE SERVICES**

This agreement (the “Agreement”) is made and entered into this ____ day of _____, 2026, by and between:

Heritage Isles at Viera Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida, whose address is 8529 Southpark Circle #330, Orlando, FL 32819 (“District”), and

_____, a _____, with a mailing address at _____ (“Contractor”).

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Brevard County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping and irrigation, and other infrastructure; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscaping and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor, who submitted the proposal attached hereto as **Exhibit A** (“Scope of Services”) and incorporated by reference herein, represents that it has the skills, knowledge, and ability to provide such operation and management services to the District in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the District and Contractor (collectively, referred to as the “Parties”), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Contractor’s Obligation. The Contractor will provide landscape & irrigation maintenance services for certain lands within and around the District. Specifically, Contractor shall provide the services identified in Maintenance Exhibit. Contractor shall perform such work for a minimum of \$ _____ per year to include Parts 1-4 of the Scope of Services, up to a maximum of \$ _____ per year if both mulch top-dressings (Part 5) are performed and awarded to Contractor, up to a maximum of \$ _____ per year if both mulch top-dressings (Part 5) are performed and awarded to Contractor and if all Annual Flower installations (Part 6) are performed and awarded to Contractor. Contractor shall provide all labor and equipment necessary for such service unless otherwise identified in Maintenance Exhibit.

Section 3. Billing and Payment. Contractor shall bill the District for Services based on invoice with appropriate support documentation for the Fee and Reimbursements. Provided Contractor has submitted invoices for the fees and reimbursements with the appropriate support documentation by the fifteenth (15th) of the month, Contractor shall be paid by the thirtieth (30th) of the following month unless such invoice is disputed as described below. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within thirty (30) days of the District's receipt of such invoice. In the event of any dispute regarding the Services performed to date, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Services, in District's sole and absolute discretion, shall, so long as District is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement. As compensation for the Work, the District agrees to pay Contractor _____ (\$ _____) per year, in standard monthly amounts of _____ (\$ _____). Such compensation covers only the items specified in Parts 1 and 4 of the Contractor's Bid Form. Additionally, for the services specified in Parts 2, 3, 5 & 6 of the Contractor's Bid Form, the District agrees to pay Contractor for such actual services rendered using the pricing specified in the Contractor's Bid Form the month following services being performed and after required documentations (if any) have been provided.

Section 4. Care of the Property. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within twenty-four (24) hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages.

Section 5. Insurance. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least One Million and No/100 Dollars (\$1,000,000.00) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants, and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy

periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District obtaining the required insurance.

Section 6. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District. Contractor and District agree that Contractor is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District.

Section 7. Indemnification. Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees and their respective successors and assigns (the "District Parties") from any and all Claims occurring incident to or resulting in whole or in part from the activities of the Contractor, the Contractor's agents, employees, subcontractors, advisors, and other parties (the "Contractor Parties") employed or engaged by Contractor or any of the foregoing, in connection with this Agreement; provided, however, that this indemnity shall not apply to the extent of the District's gross negligence or willful misconduct. This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. Contractor shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Contractor is carrying and maintaining. In any and all Claims against one or more of the District Parties by any employee of any of the Contractor Parties, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. "Claims" shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights or recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, or pursuant to any violation of any and all state laws, rules, ordinances, regulation, by-laws, orders decrees, permits, licenses and certificates of any federal, state or other governmental agency or body having jurisdiction, and whether foreseeable or unforeseeable.

Section 8. Recovery of Costs and Fees. In the event the District is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then if prevailing, the District shall be entitled to recover from Contractor all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

Section 9. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 10. Labor, Materials and Equipment Claims. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it, to perform under this Agreement. In the event that the Contractor does not pay or satisfy any claim or attempted lien within three (3) business days after

the filing of a notice thereof, the District, in addition to any or all remedies available under this Agreement, may terminate this Agreement effective upon the giving of notice.

Section 11. Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

Section 12. Enforcement. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

Section 13. Termination The District may terminate this Agreement without cause upon thirty (30) days written notice. The District shall also have the right to terminate this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason, including but not limited as set forth in Section 14. of this Agreement. Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to them at the effective date of termination for the work performed up to that date.

Section 14. Inspections. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager, Landscape Specialist, Board of Supervisors' Landscaping Liaison, and/or a representative of the District Manager, to act as its representative(s).

(2) The Contractor agrees to meet with a District representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items (Landscape Inspection Report) that should be performed before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (typically within seven (7) calendar days) what actions shall be taken to remedy those findings within the Landscape Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not respond within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; the third offense may terminate this contract for cause at the District's discretion. If the deficient items have not been rectified to the District's satisfaction within the stated time provided in the response to the Landscape Inspection Report, (but in no circumstance no longer than a 1-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than five (5) days' notice if there is a need to reschedule. Inspections will proceed with or without the attendance of the Contractor. Notwithstanding, the Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work. Contractor shall provide management a written summary of work performed for each week with notification of any problem areas.

Section 15. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. To the extent that anything contained within **Exhibit A** conflicts with anything contained within this Agreement, this Agreement shall control.

Section 16. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

Section 17. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 18. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First-Class Mail, postage prepaid, to the parties, as follows:

a. If to Contractor: _____

Attn: _____

b. If to District: Heritage Isle at Viera Community Development District
Rizzetta & Co., Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

With a copy to: Kutak Rock, LLC
107 West College Avenue
Tallahassee, Florida 32301
Attn: Wes Haber

Section 19. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section 20. Assignment. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.

Section 21. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

Section 22. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

Section 23. Effective Date and Term. This Agreement shall become effective as of _____, 20__, and remain in effect until _____, 20__. At the end of the Initial Term, this Agreement includes the option for two (2) one (1) year annual renewals with discretion of the Board of Supervisors' approval.

Section 24. Conflict. To the extent that the terms described in **Exhibit A** conflict with the terms of this Agreement, the terms herein shall control.

Section 25. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

Section 26. E-Verify Requirements. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Company shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

ATTEST:

[Contractor]

Title: _____

Title: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me on this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is () personally known to me; or () has produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 20__.

Signature of Notary Public

Printed name of Notary Public

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

The DISTRICT requires a minimum of fifty-two (52) weekly maintenance site visits. This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida. Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine grass at a height of three (3) to three and one half (3 1/2) inches. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The Contractor must change the pattern of the mowers on an at least monthly basis, to prevent turf wear and rutting. The DISTRICT requires mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise, large clumps of clippings will be collected and removed by the CONTRACTOR. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within forty-eight hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the Heritage Isle at Viera Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands plantings due to mowing/line trimming or fertilizer overspread. Weekend work is permitted, when necessary, upon prior approval.

1A) POND MOWING - All ponds identified as such on the overall Heritage Isle at Viera Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water's edge. Line trimming to water's edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height. Contractor shall be careful to keep trimmings from entering water. Tracts between private residences and conservation areas shall also be mowed incorporating the same schedule and shall be mowed as closely as possible to larger plant material within the conservation area buffers without encroaching into buffers. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub, and groundcover bed lines) **MUST** be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Edging progress must be listed in the weekly report. **Chemical edging shall not be permitted anywhere on property.**

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

CONTRACTOR IS REQUESTED IN BID FORM TO PROVIDE A PER APPLICATION COST AND A STATEMENT AS TO ITS ABILITY TO PROVIDE FREEZE PROTECTION TO COLD-SENSITIVE PLANT MATERIAL TO BE IDENTIFIED BY THE CONTRACTOR. DISTRICT DOES NOT OWN ITS OWN FREEZE PROTECTION MATERIAL.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4” diameter and up to a 15’ height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum clearance of ten feet (10’) over sidewalks and other pedestrian walkways to fifteen feet (15’) over roadways and ROW’s. All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15’ from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles (and other small, flowering trees) shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be “hat racked” at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance and to consistently maintain plant separation. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Heritage Isle at Viera. The Contractor agrees that pruning is an art that must be performed under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All Palms, regardless of location, species or height shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken leaves and inflorescence. Removal of green or even yellowing leaves is not allowed. Leaves should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are contacting buildings or other structures or are encroaching on other non-palm plantings. Fruit, including but not limited to coconuts, and fruit/seed pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall prune all palms of over twenty (20) feet in height at least once annually and all palms of twenty (20) feet or under three (3) times annually.

4) **WEEDS AND GRASSES** – All groundcover and turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre and post emergent herbicides alone or as part of fertilizer mixtures. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED. NON-SELECTIVE, POST-EMERGENT HERBICIDES (Round-Up) SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) LINE TRIMMING OF THESE STRUCTURES MUST BE FACTORED IN WHEN PREPARING BID. THE FIRST OFFENSE WILL RESULT IN A WRITTEN WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND WRITTEN WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; AND THE THIRD OFFENSE MAY RESULT IN THE TERMINATION OF THIS CONTRACT FOR CAUSE AT THE DISTRICT’S DISCRETION.**

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

5) **MAINTENANCE OF PAVED AND BRICK PAVER AREAS** – All paved and brick paver areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved or brick paver areas.

6) **CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) **REPLACEMENT OF PLANT MATERIAL** – Tree and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

8) **If Contractor misses a service due to inclement weather or any other reason, he is required to make up service the same week.** Saturday work is permitted after prior approval from District Representative.

PART 2
FERTILIZATION

Except as otherwise regulated by Brevard County Ordinance No. 08-08, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for Central Florida (9B) turf. **It is the Contractor's responsibility to familiarize himself with the Brevard County Ordinance and follow all requirements for timing and application of fertilizers as well as all BMP training requirements.** Copies of all training certificates shall be provided to District representative.

HIGHLIGHTS OF THE ORDINANCE:

NO APPLICATIONS OF FERTILIZERS CONTAINING NITROGEN OR PHOSPHORUS TO TURF OR LANDSCAPE PLANTS FROM JUNE 1ST THRU SEPTEMBER 30TH.

FERTILIZATION THROUGHOUT THE REMAINDER OF THE YEAR SHALL BE APPLIED AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE LATEST BMP MANUAL.

FERTILIZERS APPLIED TO TURF AND LANDSCAPE PLANTS SHALL CONTAIN NO LESS THAN 50% SLOW-RELEASE NITROGEN.

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen) applied at 0.5 lbs. N/1000 SF
April	SRN (Slow-Release Nitrogen) applied at 1.0 lbs. N/1000 SF
May	SRN (Slow-Release Nitrogen) applied at 1.0 lbs. N/1000 SF
October	SRN (Slow-Release Nitrogen) applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests.

The contractor shall submit a fertilizer label to District project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken by the contractor once per year to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to

avoid staining. **IT SHALL BE THE CONTRACTOR'S REponsibility TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUND COVER FERTILIZATION:

All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, May, October)
10-4-12 50%PPSCU AS 3Fe 2Mn 2Mg 10 lbs. 1000 sq. ft.

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients **per 100 SF of palm canopy** up to four times per year (March, May, October with an optional treatment in late fall if palms are showing signs of nutrient deficiency). 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer will be included in the Contract Amount but shall be billed the month after application as opposed to billed equally on a monthly basis.

CONTRACTOR shall provide the DISTRICT with a fertilizer analysis tag(s) from the fertilizer in order to verify correct formulation(s). Payment will not be made until correct quantity and formulation have been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized and shall coordinate such activities with the DISTRICT Representative so that the DISTRICT Representative has the opportunity to verify the quantity of fertilizer being delivered for application. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline and also include all palms susceptible to spiraling whitefly on an annual basis. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly or annual injection(s) quantity to be determined by the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations (or one) per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor’s full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor’s responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor’s responsibility to furnish the District project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all required certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems, it will be the Contractor’s responsibility to treat pests within five (5) working days of the date of notification.

FIRE ANT CONTROL

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

Pest Control will be included in the Contract Amount but shall be billed the month after application as opposed to billed equally on a monthly basis.

PART 4
IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems.

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions
4. Lubricate and adjust mechanical components
5. Test back up programming support devices

B. Water Sources

1. Visual inspection of water source
2. Test automatic protection devices
3. All pump repairs and service to be handled by well/pump vendor

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The DISTRICT has a shared irrigation system. The Shared Irrigation Agreement is attached.

The above list is for routine maintenance and adjustment of the existing irrigation system components, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management, or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.

After the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads (includes spray heads and rotors), nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Brevard County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

PART 5
INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or its assigns, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, planters & tree rings) with Pine Bark Mini-Nuggets up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 3” deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3” & beveled to reduce mulch washout. Mulch shall not be in contact with tree trunks or bases of plants. Any mulch “volcanoes” or mulch accumulation around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3” depth, sufficient mulch shall be supplied and installed by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The CDD reserves the right to subcontract out any and all mulching events.

PART 6
ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately Two thousand Eighty-Five (2085) annuals in 4” pots up to four (4) times per year in designated areas noted on the service area map and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual flower to be installed pre-approved by the District or its representative in writing. An Annual Flower Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to the District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

Annual installation price shall include all dead-heading, necessary soil adjustments, soil additives, fungicides, and nutritional requirements **at no additional cost to District.**

This item will not be included in the contract amount. Contractor shall provide a price per 4” annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract any and all annual installation events.

[END OF SECTION]

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "B"
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES PROPOSAL FORM

SEE ATTACHED ITEMIZED PROPOSAL FORM

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials, and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

Initial Year

PART 1

General Landscape Maintenance \$ _____ Yr. *

* Pet Station Maintenance \$ _____ Yr. (include in General Landscape Maintenance amount above)

<p>- Storm Cleanup \$ ____/hr. (do not include in General Landscape Maintenance total or Grand Total)</p> <p>- Freeze Protection (description of ability) _____ _____ _____</p> <p>\$ ____/application (do not include in General Landscape Maintenance total or Grand Total)</p> <p>- Hand Watering (do not include in General Landscape Maintenance total or Grand Total) \$ ____/hr. for employee with hand-held hose \$ ____/hr. for water truck/tanker</p>

PART 2

Fertilization (All labor and materials)

\$ _____ Yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PART 3

Pest Control (All labor and materials) \$ _____ Yr.
 (If all pesticide allowance is required) *

* **This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.**

**OTC Injections will be performed at the discretion of the District's BOS's
 (This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)**

OTC Injections (All labor and materials)

\$ _____ / Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

PART 4

Irrigation (All labor and materials)

\$ _____/Yr.

Freeze Protection (description of ability) _____

\$ _____/application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ _____ /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Installation of Pine Bark Mini-Nugget Mulch (All labor and materials) \$ _____ / Yr.
(If both topdressings are performed)

(Do not include in Grand Total)

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

_____ CY Pine Bark Mini-Nugget Mulch per specs for the first top-dressing at
\$ _____/CY (app. April)

And

_____ CY Pine Bark Mini-Nugget Mulch per specs for the second top-dressing at
\$ _____/CY (app. October)

Each top-dressing shall leave all beds with a depth of 3".

The DISTRICT will bid out each mulch installation. The pricing listed will be the Contractor's pricing for these mulch installation bids for the duration of the contract unless a lower price is offered by the Contractor. Blown-in mulch will be acceptable.

PART 6

Annual Installation (All labor and materials)

Contractor shall install 2085 - (4") annuals up to four (4) times per year per specs at the direction of the District at \$ _____/annual plant.

\$ _____/rotation

\$ _____/Yr. (if all rotations are performed)

(Do not include in Grand Total)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor.

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ _____/Yr. (initial term)

FIRST ANNUAL RENEWAL \$ _____/Yr.

SECOND ANNUAL RENEWAL \$ _____/Yr.

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____

(Please Print)

Representative's Signature _____

Date _____

ADDENDA – Bidder acknowledges the receipt of Addendum Numbers.

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2023.

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials, and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

First Renewal

PART 1

General Landscape Maintenance \$ _____ Yr. *

* Pet Station Maintenance \$ _____ Yr. (include in General Landscape Maintenance amount above)

<p>- Storm Cleanup \$ _____/hr. (do not include in General Landscape Maintenance total or Grand Total)</p> <p>- Freeze Protection (description of ability) _____ _____ _____</p> <p>\$ _____/application (do not include in General Landscape Maintenance total or Grand Total)</p> <p>- Hand Watering (do not include in General Landscape Maintenance total or Grand Total) \$ _____/hr. for employee with hand-held hose \$ _____/hr. for water truck/tanker</p>

PART 2

Fertilization (All labor and materials) \$ _____ Yr.
 (Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PART 3

Pest Control (All labor and materials) \$ _____ Yr.
 (If all pesticide allowance is required) *

* **This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.**

**OTC Injections will be performed at the discretion of the District's BOS's
 (This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)**

OTC Injections (All labor and materials)

\$ _____ / Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

PART 4

Irrigation (All labor and materials)

\$ _____/Yr.

Freeze Protection (description of ability) _____

\$ _____/application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ _____ /hr. (i.e., broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Installation of Pine Bark Mini-Nugget Mulch (All labor and materials) \$ _____ / Yr.
(If both topdressings are performed)

(Do not include in Grand Total)

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

_____ CY Pine Bark Mini-Nugget Mulch per specs for the first top-dressing at
\$ _____/CY (app. April)

And

_____ CY Pine Bark Mini-Nugget Mulch per specs for the second top-dressing at
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Each top-dressing shall leave all beds with a depth of 3".

The DISTRICT will bid out each mulch installation. The pricing listed will be the Contractor's pricing for these mulch installation bids for the duration of the contract unless a lower price is offered by the Contractor. Blown-in mulch will be acceptable.

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Contractor shall install 2085 - (4") annuals up to four (4) times per year per specs at the direction of the District at \$ _____/annual plant.

\$ _____/rotation

\$ _____/Yr. (if all rotations are performed)

(Do not include in Grand Total)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor.

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ _____/Yr. (initial term)

FIRST ANNUAL RENEWAL \$ _____/Yr.

SECOND ANNUAL RENEWAL \$ _____/Yr.

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____

(Please Print)

Representative's Signature _____

Date _____

ADDENDA – Bidder acknowledges the receipt of Addendum Numbers.

2. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2023.

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials, and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

Second Renewal

PART 1

General Landscape Maintenance \$ _____ Yr. *

* Pet Station Maintenance \$ _____ Yr. (include in General Landscape Maintenance amount above)

- Storm Cleanup \$ _____/hr. (do not include in General Landscape Maintenance total or Grand Total)
- Freeze Protection (description of ability) _____

\$ _____/application (do not include in General Landscape Maintenance total or Grand Total)
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\$ _____/hr. for employee with hand-held hose
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OTC Injections (All labor and materials)

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Irrigation (All labor and materials)

\$ _____/Yr.

Freeze Protection (description of ability) _____

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GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ _____/Yr. (initial term)

FIRST ANNUAL RENEWAL \$ _____/Yr.

SECOND ANNUAL RENEWAL \$ _____/Yr.

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____

(Please Print)

Representative's Signature _____

Date _____

ADDENDA – Bidder acknowledges the receipt of Addendum Numbers.

3. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2023.

**WEEKLY
REPORT FORMS
Exhibit C**

HERITAGE ISLE AT VIERA CDD

WEEKLY WORK JOURNAL

(this form must be filled out at the end of each daily visit and turned in to the clubhouse office)

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

END

HERITAGE ISLE AT VIERA CDD
IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR TREATMENT:

IRRIGATION TECHNICIAN'S NAME: _____

HERITAGE ISLE REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

END

HERITAGE ISLE AT VIERA CDD
PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

WN REPRESENTATIVE NAME: _____

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE
REQUEST)**

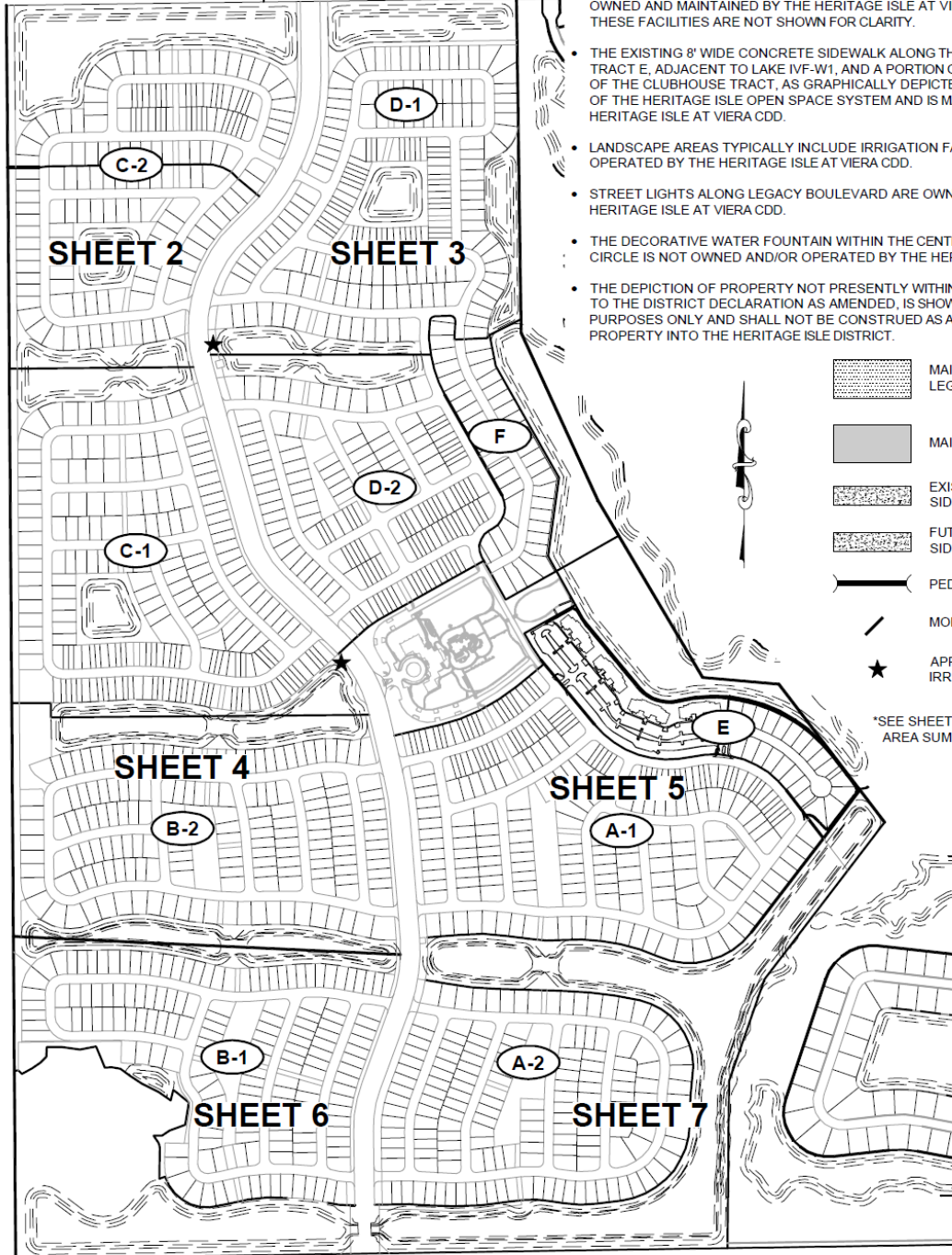
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HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT

MAINTENANCE EXHIBIT

Exhibit D

CDD LANDSCAPE, SIDEWALK, AND HARDSCAPE FACILITIES MAP HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT



- SIDEWALKS ALONG ROADWAYS AND WITHIN THE OPEN SPACE PARCELS ARE OWNED AND MAINTAINED BY THE HERITAGE ISLE AT VIERA CDD. EXACT LIMITS OF THESE FACILITIES ARE NOT SHOWN FOR CLARITY.
- THE EXISTING 8' WIDE CONCRETE SIDEWALK ALONG THE EASTERN BOUNDARY OF TRACT E, ADJACENT TO LAKE IVF-W1, AND A PORTION OF THE SOUTH BOUNDARY OF THE CLUBHOUSE TRACT, AS GRAPHICALLY DEPICTED ON SHEET 5, ARE PART OF THE HERITAGE ISLE OPEN SPACE SYSTEM AND IS MAINTAINED BY THE HERITAGE ISLE AT VIERA CDD.
- LANDSCAPE AREAS TYPICALLY INCLUDE IRRIGATION FACILITIES ALSO OWNED AND OPERATED BY THE HERITAGE ISLE AT VIERA CDD.
- STREET LIGHTS ALONG LEGACY BOULEVARD ARE OWNED AND MAINTAINED BY THE HERITAGE ISLE AT VIERA CDD.
- THE DECORATIVE WATER FOUNTAIN WITHIN THE CENTER ISLAND OF THE TRAFFIC CIRCLE IS NOT OWNED AND/OR OPERATED BY THE HERITAGE ISLE AT VIERA CDD.
- THE DEPICTION OF PROPERTY NOT PRESENTLY WITHIN THE PROPERTIES SUBJECT TO THE DISTRICT DECLARATION AS AMENDED, IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND SHALL NOT BE CONSTRUED AS AN ANNEXATION OF THE PROPERTY INTO THE HERITAGE ISLE DISTRICT.

- MAINTENANCE AREA ALONG LEGACY BOULEVARD*
- MAINTENANCE TRACT*
- EXISTING 10' CONCRETE SIDEWALK (TRACT E)
- FUTURE 10' CONCRETE SIDEWALK (TRACT E)
- PEDESTRIAN BRIDGE
- MONUMENT SIGN
- APPROXIMATE LOCATION OF IRRIGATION PUMP STATION

*SEE SHEET 8 FOR MAINTENANCE AREA SUMMARY DATA TABLES

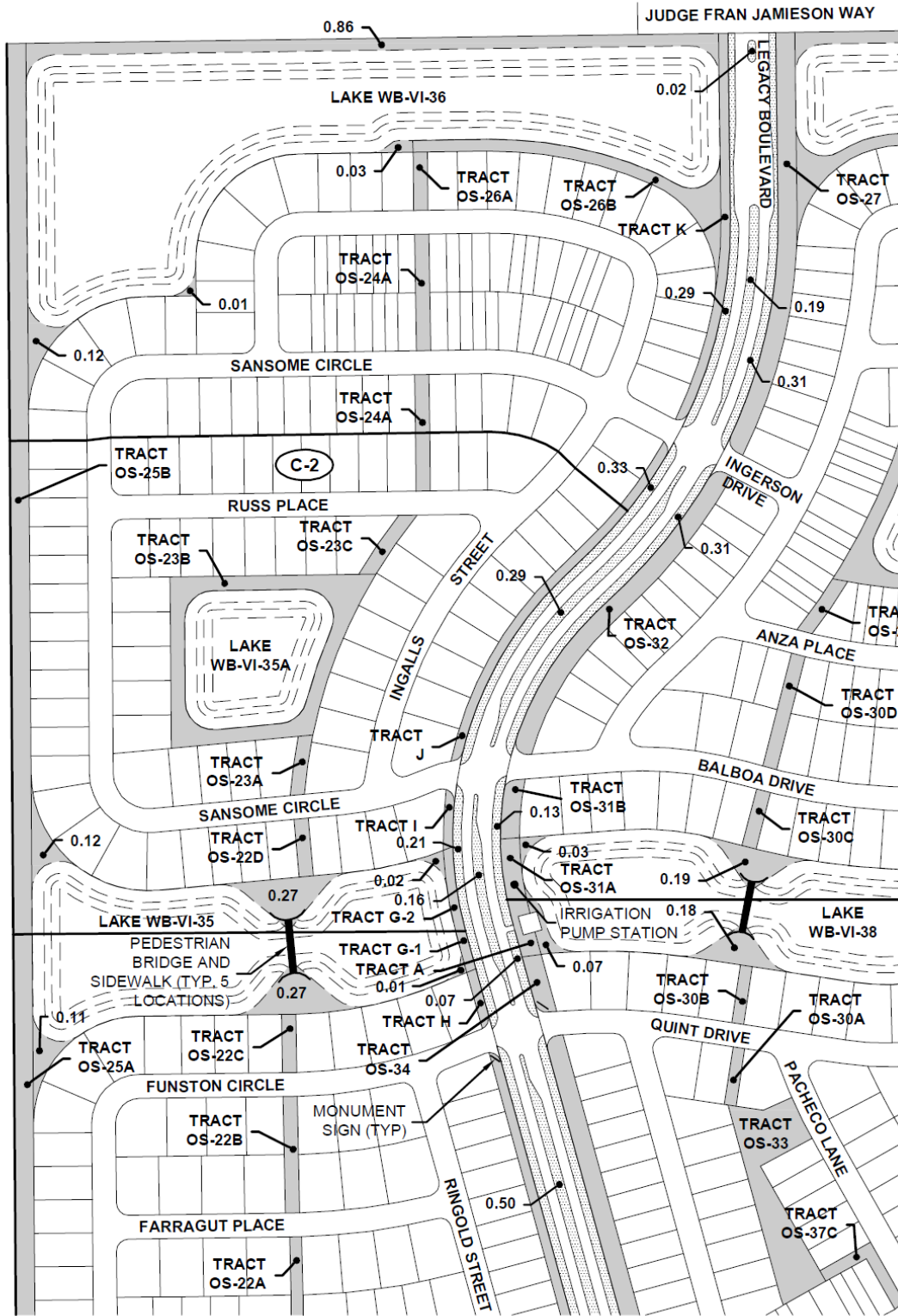
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REVISED JUNE 2017

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

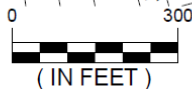
DATE: 3/14/11
DRAWN BY: DRB
DRAWING# 1062403215A
PROJECT# 10624.03
SHEET 1 OF 8

CDD LANDSCAPE, SIDEWALK, AND HARDSCAPE FACILITIES MAP



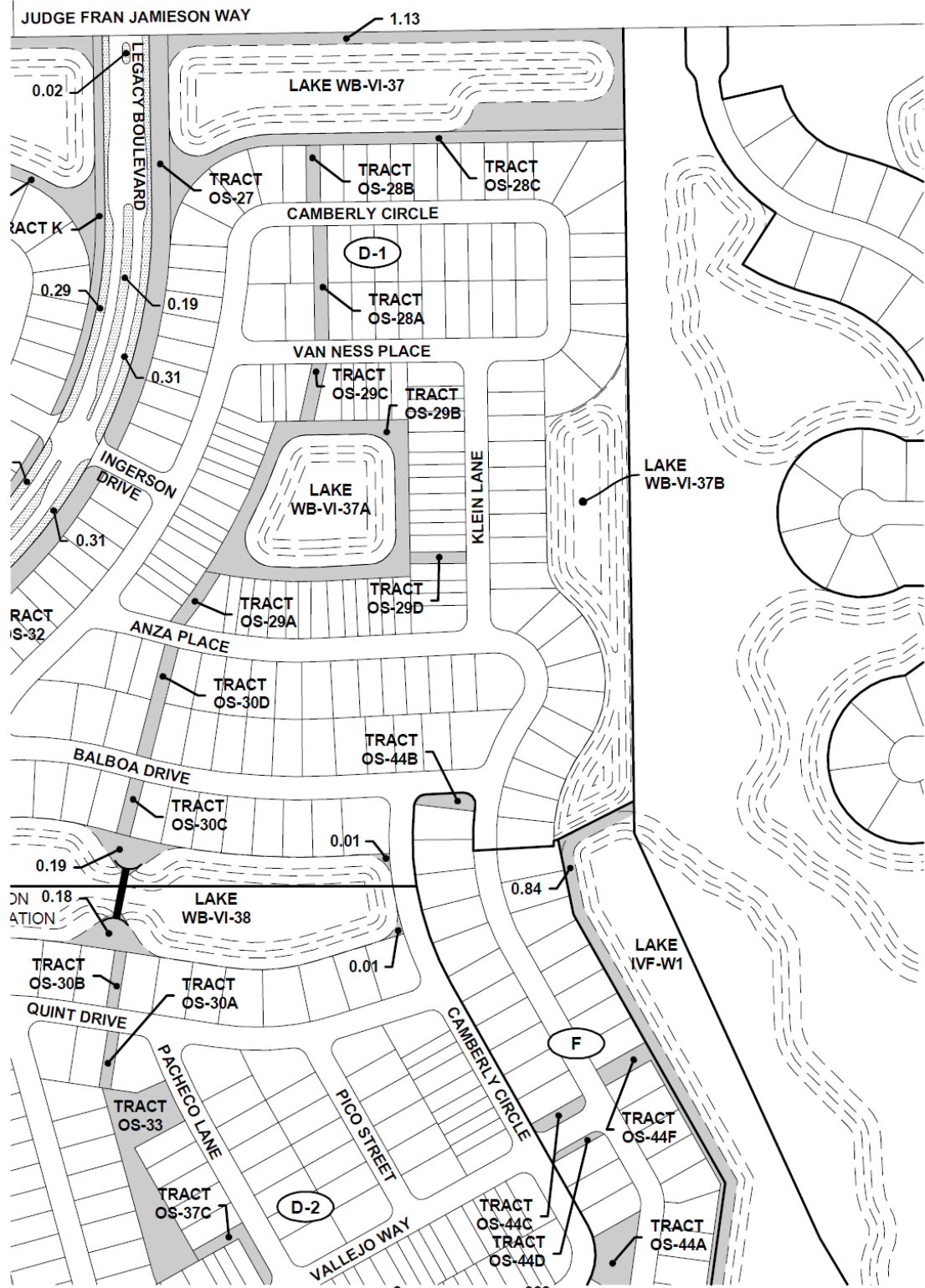
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SEE SHEET 8 FOR MAINTENANCE AREA SUMMARY DATA TABLES



REVISED SEPTEMBER 2015
DRAWING# 1062403215A SHEET 2 OF 8

CDD LANDSCAPE, SIDEWALK, AND HARDSCAPE FACILITIES MAP



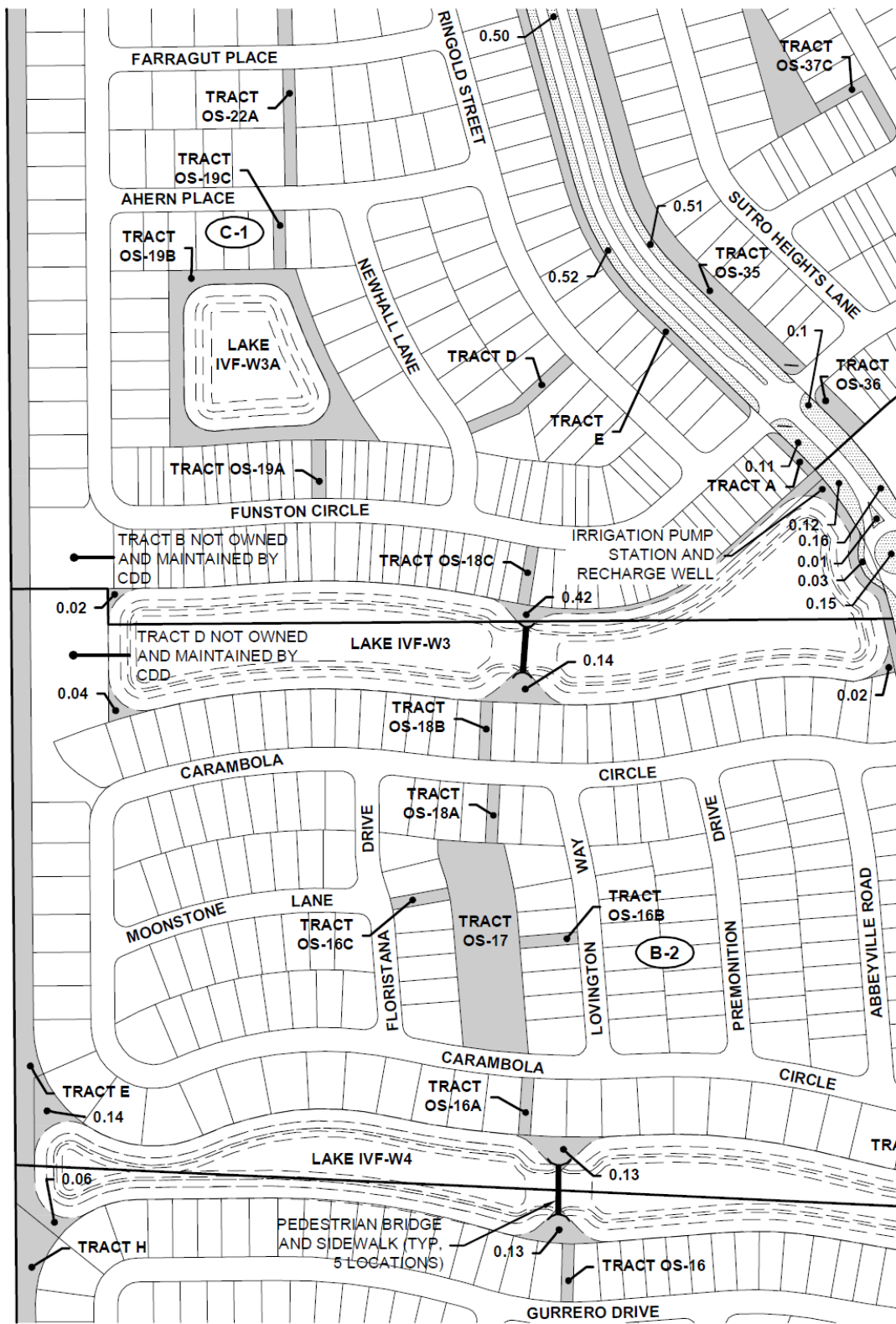
SEE SHEET 8 FOR MAINTENANCE AREA SUMMARY DATA TABLES



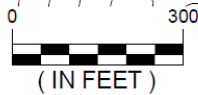
REVISED JUNE 2017
DRAWING# 1062403215A SHEET 3 OF 8

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CDD LANDSCAPE, SIDEWALK, AND HARDSCAPE FACILITIES MAP



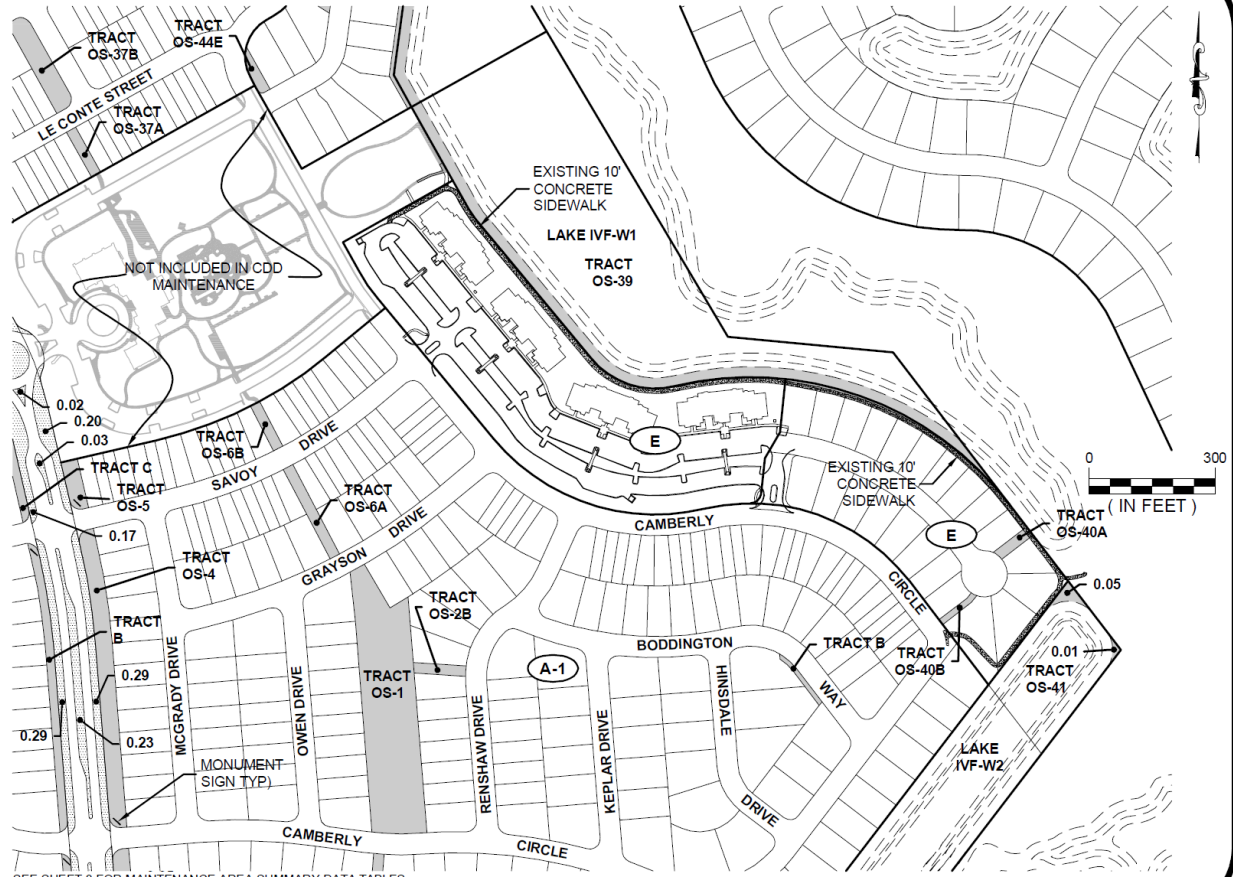
SEE SHEET 8 FOR MAINTENANCE AREA SUMMARY DATA TABLES



REVISED SEPTEMBER 2015
DRAWING# 1062403215A SHEET 4 OF 8

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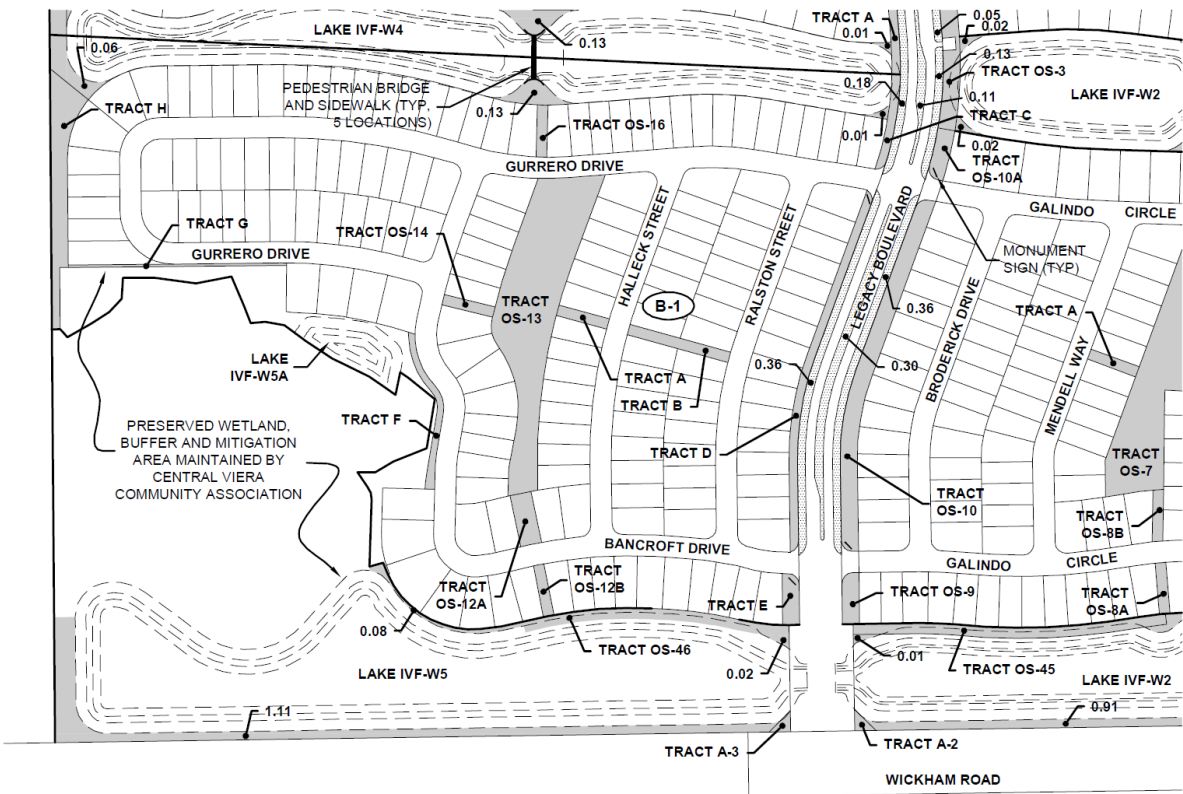
CDD LANDSCAPE, SIDEWALK, AND HARDSCAPE FACILITIES MAP



SEE SHEET 8 FOR MAINTENANCE AREA SUMMARY DATA TABLES

REVISED JUNE 2017
DRAWING# 1062403215A SHEET 5 OF 8

CDD LANDSCAPE, SIDEWALK, AND HARDSCAPE FACILITIES MAP

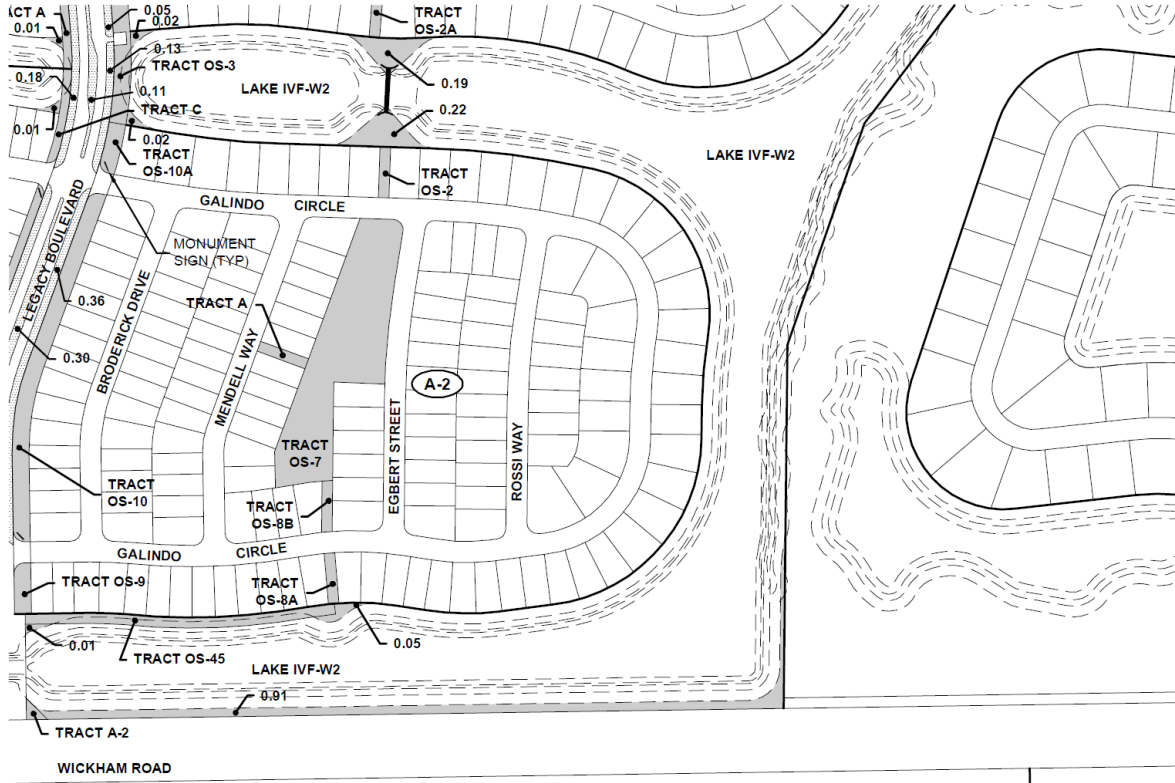


SEE SHEET 8 FOR MAINTENANCE AREA SUMMARY DATA TABLES



REVISED SEPTEMBER 2015
DRAWING# 1062403215A SHEET 6 OF 8

CDD LANDSCAPE, SIDEWALK, AND HARDSCAPE FACILITIES MAP



SEE SHEET 8 FOR MAINTENANCE AREA
SUMMARY DATA TABLES



REVISED SEPTEMBER 2015
DRAWING# 1062403215A SHEET 7 OF 8

HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT
SHARED IRRIGATION SYSTEM EXHIBIT

Exhibit D

THIS AGREEMENT (the "Agreement") is made and entered into on this 2022, by and among:

Heritage Isle at Viera Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida, and with offices at 8529 South Park Circle, Suite 330, Orlando, FL 32819 ("District"), and

Heritage Isle District Association, Inc., a Florida not-for-profit corporation, whose address is c/o Leland Management, 6800 Legacy Blvd, Viera, FL 32940 ("HIDA"); and

Heritage Isle Residential Villages Association, Inc., a Florida not-for-profit corporation, whose address is c/o Leland Management, 6972 Lake Gloria Blvd, Orlando, FL 329809 ("HIRVA¹¹"); and

Terraces at Heritage Isle, a Florida not-for-profit corporation, whose address is c/o Sentry Management, 597 Haverty Court, Suite 110, Rockledge, FL 32955 ("Terraces" and together with the District, HIDA and HIRVA, the "Parties").

RECITALS

WHEREAS, this Agreement concerns the repair, maintenance and replacement of the existing irrigation system located in the Heritage Isle residential community in Brevard County, Florida (the "Irrigation System") pursuant to Articles 7, 9 and 10 of the Second Amendment to Heritage Isle Declarations dated November 16, 2011: and

WHEREAS, the Parties hereto have previously contributed to the maintenance, repair and replacement of various portions of the Irrigation System and entered into various agreements concerning the same; and

WHEREAS, the Parties agree that the obligations of each Party for the maintenance, repair and replacement of the Irrigation System should be as specifically detailed in this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this agreement.

Section 2. Prior Agreements. Some or all of the Parties previously entered into the following agreements, which shall be referred to as the "Enumerated Agreements" herein: (a) AGREEMENT BETWEEN THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT AND HERITAGE ISLE DISTRICT ASSOCIATION, INC. FOR IRRIGATION OPERATION, MAINTENANCE, AND REPAIR SERVICES dated October 1, 2009; (b) AGREEMENT BETWEEN THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT AND HERITAGE ISLE DISTRICT ASSOCIATION, INC. FOR IRRIGATION OPERATION, MAINTENANCE, AND REPAIR SERVICES AGREEMENT ADDENDUM dated February 4, 2010; (c) AGREEMENT REGARDING HERITAGE ISLE IRRIGATION SYSTEM BETWEEN THE HIDA, CDD, CLUB, AND TERRACES AT HERITAGE ISLE dated March 27, 2012; (d) SECOND AMENDMENT TO AGREEMENT BETWEEN THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT AND HERITAGE ISLE DISTRICT ASSOCIATION, INC. FOR IRRIGATION OPERATION, MAINTENANCE, AND REPAIR SERVICES dated May 22, 2012; (e) IRRIGATION OPERATION, MAINTENANCE, AND REPAIR SERVICES AGREEMENT dated September 27, 2018 between the Heritage Isle District Association and the Heritage Isle Residential Villages Association with a JOINDER by the Heritage Isle at Viera Community Development District. In consideration for entering into this Agreement, the Parties acknowledge and agree that any prior agreement(s) the Parties may have entered into concerning the maintenance, repair or replacement of the Irrigation System, including, but not limited to the Enumerated Agreements, (collectively the "Prior Agreements"), are hereby terminated, revoked and rendered null and void and that all obligations under the Prior Agreements are hereby satisfied. The Parties hereby further agree to waive and release any and all claims or causes of action each may have against the other that may have arisen under the Prior Agreements.

Section 3. Terraces at Heritage Isle (Terraces) shall be solely responsible for all costs for the maintenance, repair and replacement of those components of the Irrigation System:

- a) located on and solely dedicated to irrigating Terraces Property, and not serving, in whole or in part, irrigation of other areas which are not Terraces Property; and
- b) not made the responsibility of the other Parties.

Such components located on Terraces Property for which Terraces is responsible includes irrigation system, irrigation heads, modules, decoders, 2 wire, valves, valve boxes, solenoids, and 1-inch and 2-inch pipes.

Section 4. Heritage Isle District Association (HIDA) shall be responsible for the maintenance, repair and replacement of those components of the Irrigation System:

- a) located on and solely dedicated to irrigating residents' lots, strips of grass between residents' lots and the streets, and Clubhouse Property, and not serving, in whole or in part, irrigation of other areas which are not residents' lots, strips of grass between residents' lots and the streets, or Clubhouse Property; and
- b) not made the responsibility of the other Parties.

Such components located on residents' lots, on strips of grass between residents' lots and the streets, and Clubhouse Property for which HIDA is responsible includes irrigation system, irrigation heads, modules, decoders, 2 wire, valves, valve boxes, solenoids, and 1-inch and 2-inch pipes. HIDA shall also pay for the electricity operating the District's clocks.

Section 5. Heritage Isle Residential Villages (HIRVA) shall contribute up to \$250 for each item of repair or maintenance of the Irrigation System performed by HIDA pursuant to Section 4 hereof.

Section 6. Heritage Isle at Viera Community Development District (District) shall be responsible for the maintenance, repair, and replacement of those components.

of the Irrigation System not made the responsibility of the other Parties, including but not limited to the following components:

- a) Two (2) community master pump stations and filters which deliver water from the ponds, filtered and into the irrigation mainlines;
- b) Irrigation pipes such as mainlines (12"), secondary mainlines (4") and minor mainlines (2-3") wherever located;
- c) Mainline valves and boxes;
- d) Electronic control systems such as controllers, module administrators (ADM), decoders, solenoids, and clocks (not including those located on and exclusively servicing the areas for which the other Parties are responsible); and
- e) Valves, valve boxes, pipes (1" - 2") irrigation system, irrigation heads, and 2-wire not made the responsibility of any of the other Parties.

Section 7. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 8. Assignment. Neither the District, HIDA, HIRVA, nor Terraces may assign this Agreement without the prior written approval of the others.

Section 9. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 10. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the District, HIDA, HIRVA, and Terraces relating to the subject matter of this Agreement.

Section 11. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the District, HIDA, HIRVA, and Terraces.

Section 12. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District, HIDA, HIRVA, and Terraces, the District, HIDA, HIRVA, and Terraces have all complied with all the requirements of law, and the District HIDA, HIRVA, and Terraces all have full power and authority to comply with the terms and provisions of this instrument.

Section 13. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

a) If to the District: Heritage Isle at Viera Community Development District
8529 South Park Circle
Suite 330
Orlando, Florida 32819
Attn: District Manager

And

Kutak Rock LLP
PO Box 10230
Tallahassee, Florida 32302
Attn: Wesley Haber

b) If to HIDA: Heritage Isle District Association, Inc.
c/o Leland Management
6800 Legacy Blvd
Viera, FL 32940

c) If to
HIRVA: Heritage Isle Residential Villages Association, Inc.
c/o Leland Management
6972 Lake Gloria Blvd

Orlando, FL 329809

d) If to Terraces: Terraces at Heritage Isle
c/o Sentry Management
597 Haverty Court
Suite 110
Rockledge, FL 32955

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for HIDA, HIRVA, or Terraces may deliver Notice on behalf of the District and HIDA, HIRVA, or Terraces. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

Section 14. Public Records. HIDA, HIRVA, and Terraces understand and agree that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

Section 15. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 16. Arm's Length Transaction. This Agreement has been negotiated fully between the District, HIDA, HIRVA, and Terraces as an arm's length transaction. The District, HIDA, HIRVA, and Terraces participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language,

and any doubtful language will not be interpreted or construed against any party.

Section 17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement. The delivery of counterpart signatures by e-mail or facsimile transmission shall have the same force and effect as the delivery of a signed hard copy.

TAB 4



Customer: Heritage Isle CDD	Work Order: 36143190
3933 Carambola Circle Melbourne, Florida 32940 Contact: Brian Mendes Phone: 4074722471	Lake/Pond/Wetland/Terrestrial Treatment Service Technician: Eric Fritz Date of Service: 5/8/26 Start Time: 8:44 AM End Time: 5:33 PM

SITE "Heritage Isle CDD Pond 1 and Pond 1A"	
Comments: Spot treated grasses	
Water Level	
Below Normal Pool	
Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Baby Tears Pennywort Primrose Soft Rush Torpedo Grass	Spotty
Method of Application	
Gator/ATV	
Product Used	EPA #
Induce PH	N/A
Weedar 64	N/A
Aquamaster (Roundup Custom)	524-343

SITE "Heritage Isle CDD Pond 2"	
Comments: Spot treated grasses and algae	
Water Level	
Below Normal Pool	
Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Baby Tears Pennywort Primrose Torpedo Grass Algae	Spotty
Method of Application	
Gator/ATV	
Product Used	EPA #

Induce PH	N/A
Weedar 64	N/A
Aquamaster (Roundup Custom)	524-343

SITE "Heritage Isle CDD Pond 3"

Comments:

Spot treated grasses and algae

Water Level
Below Normal Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Alligator Weed Pennywort Primrose Torpedo Grass	Spotty

Method of Application
Gator/ATV

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Induce PH	N/A
Weedar 64	N/A
Aquamaster (Roundup Custom)	524-343

SITE "Heritage Isle CDD Pond 4"

Water Level
Below Normal Pool

Method of Application
Gator/ATV

Product Used	EPA #
N/A	N/A

SITE "Heritage Isle CDD Pond 5"

Comments:

Spot treated grasses and algae

Water Level
Below Normal Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Alligator Weed Pennywort Primrose Torpedo Grass	Spotty

Method of Application
Gator/ATV

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Induce PH	N/A
Weedar 64	N/A
Aquamaster (Roundup Custom)	524-343

SITE "Heritage Isle CDD Pond 6"

Comments:
Sprayed grasses

Water Level
Below Normal Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Alligator Weed Baby Tears Cattails Pennywort Primrose Torpedo Grass	Spotty

Method of Application
Gator/ATV

Product Used	EPA #
Induce PH	N/A
Weedar 64	N/A
Aquamaster (Roundup Custom)	524-343

SITE "Heritage Isle CDD Pond 7"

Comments:
Spot treated

Water Level
Below Normal Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Alligator Weed Pennywort Primrose Torpedo Grass	Spotty

Method of Application
Gator/ATV

Product Used	EPA #
Induce PH	N/A
Weedar 64	N/A
Aquamaster (Roundup Custom)	524-343

SITE "Heritage Isle CDD Pond 8"

Comments:
Spot treated grasses

Water Level
Below Normal Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Alligator Weed Pennywort Primrose Torpedo Grass	Spotty

Method of Application
Gator/ATV

Product Used	EPA #
Induce PH	N/A
Weedar 64	N/A
Aquamaster (Roundup Custom)	524-343

SITE "Heritage Isle CDD Pond 9"

Comments:
Spot treated grasses

Water Level
Below Normal Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Alligator Weed Pennywort Primrose Torpedo Grass	Spotty

Method of Application

Gator/ATV

Product Used**EPA #**

Induce PH

N/A

Weedar 64

N/A

Aquamaster (Roundup Custom)

524-343

SITE "Heritage Isle CDD Pond 10"**Comments:**

Spot treated grasses

Water Level

Below Normal Pool

Aquatic Vegetation Identified**Extent of Aquatic Vegetation**Alligator Weed
Pennywort
Torpedo Grass

Spotty

Method of Application

Gator/ATV

Product Used**EPA #**

Induce PH

N/A

Aquamaster (Roundup Custom)

524-343

Weedar 64

N/A

SITE "Heritage Isle CDD Pond 11"**Comments:**

Spot treated grasses

Water Level

Below Normal Pool

Aquatic Vegetation Identified**Extent of Aquatic Vegetation**Alligator Weed
Pennywort
Torpedo Grass

Spotty

Method of Application

Gator/ATV

Product Used**EPA #**

Induce PH

N/A

Weedar 64

N/A

Aquamaster (Roundup Custom)

524-343

SITE "Heritage Isle CDD Pond 12"

Comments:

Sprayed grasses

Water Level

Below Normal Pool

Aquatic Vegetation Identified

Alligator Weed
Pennywort
Primrose
Slender Spikerush
Torpedo Grass

Extent of Aquatic Vegetation

Spotty

Method of Application

Gator/ATV

Product Used

EPA #

Induce PH

N/A

Weedar 64

N/A

Aquamaster (Roundup Custom)

524-343

SITE "Heritage Isle CDD Pond 13"

Comments:

Treated algae

Water Level

Below Normal Pool

Aquatic Vegetation Identified

Algae

Extent of Aquatic Vegetation

Spotty

Method of Application

Gator/ATV

Product Used

EPA #

Copper Sulfate Fine 30

46923-4

SITE "Heritage Isle CDD Pond 14"

Comments:

Spot treated grasses

Water Level

Below Normal Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Alligator Weed Pennywort Torpedo Grass Baby Tears	Spotty
Method of Application	
Gator/ATV	
Product Used	EPA #
Induce PH	N/A
Weedar 64	N/A
Aquamaster (Roundup Custom)	524-343

Thank you for your business!



TAB 5



Service Report

Scheduled: 5/12/2026 Tech: JDB
Warranty Expires: 12/1/2022
Maint Expires: 11/30/2026

Work Order#: 193403

2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 855-365-PUMP (7867)

Bill to Customer #: 5822
Heritage Isle at Viera CDD
Attn:
c/o Rizzetta & Company
8529 South Park Circle Ste #330
Orlando, FL, 32819
Tel: 407-472-2471 Fax: 407-472-2478
Cust. P.O.#

Job Site: Site ID# 9153
Heritage Isle South
Legacy Blvd
Melbourne, FL 32940
Tel: 407-312-3682 Contact: Brian Mendes
Maintenance: FG2
Model: HC2F-60J20PDV-460/3-HMR3L-Z

Pump System

Station Design: 1,300 GPM at 70 PSI

Job Completed YES NO

Hoover Additional Work Required YES NO

System Operating YES NO

Additional Work Required By Customer YES NO

Nature of Call

Visit #2 of 2, Year 1 of 1, Level 5 Tighten electrical connections, check surge protection, and test control logic, Adjust pressure tank to correct set point (if applicable), Verify motor connections within junction boxes, Grease motor bearings (if applicable), Check condition of motor seal(s) (if applicable), Clean wye-strainer(s) and flush all hydraulic tubing, Clean filtration system control filter(s) (if applicable), Clean rain gauge and replace protective basin filter (if applicable), Replace panel AC unit filter (if applicable), Clean enclosure, skid, and slab, Verify proper operation of Variable Frequency Drives (VFDs) (if applicable), Test flow meter(s) and pressure transducer(s) for proper operation, Evaluate pump performance, Check UPS backup battery, Check RCS operation and rebuild (if applicable), Check level transducer operation (if applicable), Check HMI (if applicable), Rebuild shut-off valve (if applicable), Check operation of chemical pump (if applicable) per proposal# MA 7595. Service pre-authorized for up to \$0.00

Work Performed

Hoover technician Jason sent an email to Brian Mendes regarding today's visit while on site.
Technician performed and observed the following on site:



Service Report

Scheduled: 5/12/2026 Tech: JDB
Warranty Expires: 12/1/2022
Maint Expires: 11/30/2026

Work Order#: 193403

2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 855-365-PUMP (7867)

Work Performed

- Performed maintenance per checklist requirements.
- Replaced filter for rain bucket and tested OK.
- The technician noticed that the AC unit display only had a small line visible (see picture).
- The technician proceeded to remove the cover and found a **burnt connection**. AC unit will need to be replaced.
- The technician found that the upstream port for the command filter (1-5) was clogged, preventing water from flowing through properly.
- The technician removed the fittings, cleaned the ports, and verified operation is now functioning as designed.
- The technician proceeded to check motor connections and grease them. Motor #1 has a noticeable bearing noise.
- Cleaned Y-strainers.
- Based on the filter inspection on site, the discs are starting to become congested; however, current system performance is satisfactory and there are no active filter disc cleaning alarms at this time.
- Proceeded to test the solenoid for the Flowguard shut-off valve and tested OK.
- Ran water with clocks on site and found a few alarms on the clock. Irrigation personnel to address.



Additional Work Required

- Hoover to provide Proposal to replace failed AC Unit



Proposal

Proposal# SPN105088.0
Proposal Date: 5/13/2026
Valid Until: 6/12/2026

2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 954-975-0791

Customer # 5822
Heritage Isle at Viera CDD
c/o Rizzetta & Company
8529 South Park Circle Ste #330
Orlando, FL 32819
Tel: 407-472-2471 Fax: 407-472-2478

Job Site: 9153
Heritage Isle South
Legacy Blvd
Melbourne, FL 32940
Tel: 407-312-3682 Contact: Brian Mendes
Model# HC2F-60J20PDV-460/3-HMR3L-Z

Nature of Service:

S/O-- Replacement of Industrial Control Panel Air Conditioner

During the pump station service visit, our technician Jason found that the pump station control panel has a failed industrial air conditioner due to a burnt connector. This AC unit is required for the operation of the Pump Motor Variable Frequency Drive (VFD) and PLC electronic component cooling. If not replaced, the VFD and other valuable electronic components will fail prematurely which will leave the station inoperable.

Hoover proposes the following:

- Remove and dispose of faulty industrial panel air conditioner.
- Provide and install a Stainless Steel High Efficiency Industrial NEMA4 Panel Air Conditioner complete with digital programmable controller, rotary compressor, thermal expansion valve and condensate evaporative system which eliminates the need for a condensation drain.
- Wire and test unit as required.





Proposal

Proposal# SPN105088.0
Proposal Date: 5/13/2026
Valid Until: 6/12/2026

2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 954-975-0791

Sub Total: \$10,596.11

Grand Total: \$10,596.11

TERMS: Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment. Warranty of parts and workmanship for one year from date of installation in accordance with Hoover standard Warranty Terms and Conditions. Non-Flowguard stations will receive warranty for 90 days from the date of installation on workmanship and parts. Hoover will use care, but is not responsible for the repair of hardscape, non-located customer owned utilities, or landscape damaged in the course of performing work and accessing work areas.

Upon receipt of an executed agreement by mail or fax, we will schedule this work. Thank you.

Accepted By:
Hoover Pumping Systems, Corp.

A handwritten signature in black ink that reads "Ramona Mingo".

Ramona Mingo

Accepted By:
Heritage Isle at Viera CDD

Signature/ Printed Name/ Date

TAB 6



Quarterly Compliance Audit Report

Heritage Isle at Viera

Date: March 2026 - 1st Quarter

Prepared for: Matthew Huber

Developer: Rizzetta

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

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

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

Compliance Criteria

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



ADA Website Accessibility

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



Florida Statute Compliance

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

Audit Process

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

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

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



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

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

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

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



Florida F.S. 189.069 Requirements

Result: **PASSED**

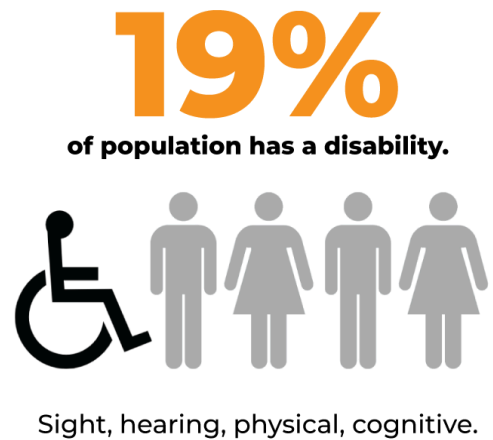
Compliance Criteria

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

Accessibility overview

Everyone deserves equal access.

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



The legal and right thing to do

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



ADA Compliance Categories

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



Contrast and colors

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

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



Using semantics to format your HTML pages

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



Text alternatives for non-text content

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

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



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a

website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

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

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



Easy to navigate and find information

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

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



Properly formatting tables

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

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



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is

one thing; converting old PDFs – called PDF remediation – takes time.

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



Making videos accessible

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

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



Making forms accessible

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

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



Alternate versions

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



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is

key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

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

Timers

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

Fly-out menus

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

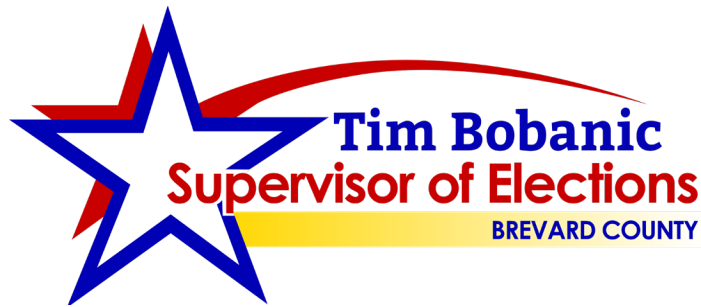
No pop-ups

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

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that
----------------------	--

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



April 20, 2026

Brian Mendes, District Manager
Heritage Isle at Viera Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Re: Heritage Isle at Viera Community Development District

Dear Mr. Mendes:

I am writing in response to your request of April 1, 2026, for the number of registered voters within the afore-mentioned community.

Please be advised our records indicate there are **2,344** registered voters as of April 15, 2026.

If you need any additional information, or have any questions, please feel free to contact me at 321.290.8683.

Kind regards,

Tim Bobanic
Supervisor of Elections, Brevard County

TB/dy

Mailing Address

PO Box 410819
Melbourne, FL 32941-0819
Toll Free: (800) 579-4780

Supervisor of Elections - Titusville

400 South Street
Suite 1F
Titusville, FL 32780-7610
Telephone: (321) 264-6740
Fax: (321) 264-6741

Supervisor of Elections - Viera

2725 Judge Fran Jamieson Way
Building C, Suite 105
Viera, FL 32940-6605
Telephone: (321) 633-2124
Fax: (321) 633-2130

Supervisor of Elections - Melbourne

1515 Sarno Road
Building A
Melbourne, FL 32935-5293
Telephone: (321) 255-4455
Fax: (321) 255-4401

Supervisor of Elections – Palm Bay

450 Cogan Drive SE
Palm Bay, FL 32909-6869
Telephone: (321) 952-6328
Fax: (321) 952-6332

(321) 290-VOTE (8683)
VoteBrevard.gov

TAB 7

MINUTES OF MEETING

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

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Board of Supervisors of Heritage Isle at Viera Community Development District was held on **March 24th, 2026, at 10:33 AM.** at the Heritage Isle Clubhouse located at 6800 Legacy Blvd., Melbourne, FL 32940

Present and constituting a quorum:

Bob Goldstein	Board Supervisor, Chairman
Kenneth Walter	Board Supervisor, Vice Chairman
Jo LaBrecque	Board Supervisor, Assistant Secretary
Jon Smallegan	Board Supervisor, Assistant Secretary
David Francis	Board Supervisor, Assistant Secretary

Also present were:

Brian Mendes	District Manager, Rizzetta & Company
Giovanni Massimino	District Coordinator, Rizzetta & Company
Matthew Mironchik	Landscape Inspection Specialist, Rizzetta & Company
Kyle Magee	District Counsel, Kutak Rock LLP (Via Phone)
Ana Saunders	District Engineer, BSE Consultants
Chris Wade	Landscape Maintenance, Juniper

Audience **Present**

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Goldstein called the meeting to order at 10:33 a.m. and opened the meeting for public comments.

SECOND ORDER OF BUSINESS

Audience Comments

A member of the audience Inquired about the landscaping on Tollenth Dr.

47
48 A member of the audience commented on the public comment section at the end of the
49 Board meetings.

50
51 **THIRD ORDER OF BUSINESS** **Monthly Report Updates by**
52 **Supervisor Ken Walter**

53
54 1. Discussion of Landscape RFP

55
56 Mr. Walter updated the Members of the Board on the current landscape reports and general
57 operations.

58
59 Mr. Walter reviewed plant loss due to recent cold freeze with the Board Members.

60
61 Mr. Walter updated the Board on the current landscape enhancement schedule.

62

On a Motion by Mr. Walter, seconded by Ms. LaBrecque, with all in favor, the Board of Supervisors approved not to exceed \$7,000 for the Bancroft bullnose project, for Heritage Isle at Viera Community Development District.
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63
64 Mr. Walter reviewed the upcoming irrigation overhaul, scheduling and pricing with the Board.

65
66 The Members of the Board discussed the irrigation overhaul expectations and options for
67 new irrigation controllers.

68

On a Motion by Mr. Walter, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved option one for the irrigation overhaul, phase one project, for Heritage Isle at Viera Community Development District.
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69
70 Mr. Walter continued to review March's landscape report with the Members of the Board.

71
72 Mr. Walter reviewed recent onsite meeting for setting up the irrigation SOP.

73
74 The Members of the Board discussed the irrigation as built.

75
76 Mr. Walter reviewed recent repairs and communications to keep residents informed of
77 repairs.

78
79 Mr. Walter reviewed the upcoming Spring schedule with the Board.

80
81 The Member of the Board and district staff discussed the recent sod replacements.

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83 District staff stated they would work to notate areas that will need to be resodded.

84
85 Mr. Mendes stated he will add sidewalk repairs on Abbeville, with the storm drain cleanings.

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FOURTH ORDER OF BUSINESS

Monthly Juniper Community Updates

1. Consideration of Plant Removal Proposals

Mr. Fisher reviewed community moving schedule with the Members of the Board.

Mr. Fisher reviewed staffing models and trash pick up schedules with the Board and district staff.

Mr. Fisher reviewed landscape freeze plant replacement list with the Board.

On a Motion by Ms. LaBrecque, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved estimate 389798, for Heritage Isle at Viera Community Development District.

Ms. Saunders commented in phase five drainage review and recommended further enhancing the area for drainage.

Mr. Mendes and Ms. Saunders stated they will work with Juniper to gather a proposal for the drainage area.

Mr. Walter reviewed recent updates with FPL pole needing that needs maintenance.

Mr. Walter reviewed recent City of Cocoa water damager with the Board.

Mr. Saunders stated she would sent the Board updated contact information for the City of Cocoa.

FIFTH ORDER OF BUSINESS

Hoover Reports

1. Biannual Maintenance Service Report

The Members of the Board and district staff reviewed and discussed recent hoover service report.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Magee commented on the recent agreements that are in progress with the district staff.

B. District Engineer

128 1. HOA Updates on Drainage Scopes of Service

129
130 Ms. Saunders reviewed recent updates on the drainage scope of services.

131
132 The Members of the Board and district staff discussed in depth, options for mill and repave.

133
134 Mr. Mendes stated he will contact Leland team for any additional inquiries.

135
136 C. District Manager

- 137
138 1. Irrigation SOP
139 2. Proof of Loss Form

140
141 Mr. Mendes reviewed the onsite visit with Ms. Saunders and the landscape team.

142
143 Mr. Mendes reviewed the irrigation insurance claim with the Members of the Board.

144
145
146 **SEVENTH ORDER OF BUSINESS**

**Consideration of the Minutes of
the Board of Supervisors'
Meeting held on January 27, 2026**

147
148
149
150 Mr. Mendes reviewed the meeting minutes of the Board of Supervisors meeting held on
151 January 27, 2026, and asked if there were any revisions requested.

152
153 Mr. Mendes reviewed grammatical revisions on line 52 and 134 with the Members of the
154 Board.

155
156 The Board requested to revise line 221 to be "Identify the only sidewalk that can be used
157 by golf carts".

158

On a Motion by Ms. LaBrecque, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors approved the Board of Supervisor Regular Meeting minutes held January 27, 2026, in substantial form, for Heritage Isle at Viera Community Development District.
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160 **EIGHTH ORDER OF BUSINESS**

**Ratification of Operation and
Maintenance Expenditures for
December 2025 & January 2026**

161
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163
164 The Members of the Board and district staff reviewed the operation and maintenance
165 expenditures for the months of December 2025 & January 2026.

166

On a Motion by Mr. Walter, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors ratified the operation and maintenance expenditures for December 2025 (\$138,202.65) & January 2026 (\$76,379.29), for Heritage Isle at Viera Community

Development District.

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NINTH ORDER OF BUSINESS

Ratification of District Items

- 1. Juniper
 - a. 4 Valve Replacement on Sansome Cir
 - b. Phase 7 Walkway Plant Removal and Installation
- 2. Druse Landscaping
 - a. Guerro & Galindo Bullnoses

The Members of the Board and district staff reviewed and approved all items for ratification.

On a Motion by Mr. Goldstein, seconded by Ms. LaBrecque, with all in favor, the Board of Supervisors' ratified Juniper's 4 Valve Replacement on Sansome Cir and the Phase 7 Walkway Plant Removal and Installation, for Heritage Isle at Viera Community Development District.

178

On a Motion by Ms. LaBrecque, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors' ratified Druse Landscaping's Guerro & Galindo Bullnoses, for Heritage Isle at Viera Community Development District.

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TENTH ORDER OF BUSINESS

Consideration of Alligator Sign Proposal

The Members of the Board and district staff reviewed and discussed options for additional signage.

The Members of the Board tabled the Consideration of Alligator Sign Proposal until the next Board meeting May 26th, 2026.

Mr. Mendes stated he will send Ms. Saunders a map of the current pond signs.

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ELEVENTH ORDER OF BUSINESS

Consideration of Phase 1 Irrigation Control System Overhaul Proposal

No comments.

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TEWLFTH ORDER OF BUSINESS

Consideration of Bridge Enhancement Proposal

Mr. Mendes reviewed the pricing and material options from vendors stating the PVC options;

201

202 CVS Restoration - \$177,120.00, Sunrise Decks - \$203,220.00 and the composite option
203 from Sunrise Decks for \$165,087.00.

204
205 Mr. Mendes stated the general fund is budgeted \$45,000 with an additional \$30,000
206 budgeted in reserves.

207
208 The Members of the Board and District staff reviewed in depth, the scope of repairs and
209 approved the proposal for sidewalk hazard repairs from Precision Sidewalks.
210

On a Motion by Mr. Goldstein, seconded by Ms. LaBrecque, with all in favor, the Board of Supervisors approved not to exceed \$170,000.00 for bridge repairs, and directing district staff to work with Mr. Goldstein to gather additional composite deck proposals, for Heritage Isle at Viera Community Development District.

211
212 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Resolution**
213 **2026-01, General Election**

214
215 Mr. Magee reviewed Resolution 2026-01, General Election and general election detail with
216 the Members of the Board.
217

On a Motion by Ms. LaBrecque, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors adopted Resolution 2026-01, General Election, for Heritage Isle at Viera Community Development District.

218
219 **FOURTEENTH ORDER OF BUSINESS** **Consideration of Resolution**
220 **2026-02, Approving 26/27**
221 **Proposed Budget & Setting**
222 **Public Hearing**

223
224 The Members of the Board reviewed in depth, and discussed line items for consideration of
225 an increase.

226
227 The Members of the Board and district staff discussed budget consideration.

228
229 The Members of the Board and district staff reviewed the upcoming landscape RFP.
230

231 The Members of the Board and district staff reviewed and discussed reserve funds.
232

233 The Members of the Board reviewed potential public hearing dates, and set the budget for
234 the hearing for July 21st, 2026, at 10:30 a.m.
235

On a Motion by Mr. Francis, seconded by Mr. LaBrecque, with all in favor, the Board of Supervisors adopted Resolution 2026-02, Approving 26/27 Proposed Budget & Setting Public Hearing, with the budget as stated, and set the public hearing for July 21st, 2026, at 10:30 a.m., for Heritage Isle at Viera Community Development District.

236
237 **FIFTEENTH ORDER OF BUSINESS** **Supervisor Requests and**
238 **Audience Comments**
239
240 Mr. Francis commented on the recent bridge repairs to the Board.
241
242 Mr. Walter commented on the recent inspections to the Board.
243
244 Mr. Smallegan commended Mr. Walter on his involvement as the landscape liaison.
245
246 Ms. LaBrecque commented on the sidewalks holding water and stated the sidewalks will need
247 to be reviewed.
248
249 Ms. LaBrecque commented on the potential of equaling all annual CDD assessments for the
250 annual budget.
251
252 Mr. Goldstein commended Mr. Walter on his performance and involvement with the CDD.
253
254 A member of the audience commented on annual CDD costs.
255
256 A member of the audience commented on vegetation in the community.
257
258 A member of the audience commended the Board and District Staff on their performance and
259 commented on landscape and pond items.

260
261 **SIXTEENTH ORDER OF BUSINESS** **Adjournment**
262

<p>On a Motion by Mr. Goldstein, seconded by Mr. Francis, the Board of Supervisors, with all in favor, adjourned the meeting at 12:45 p.m., for Heritage Isle at Viera Community Development District.</p>
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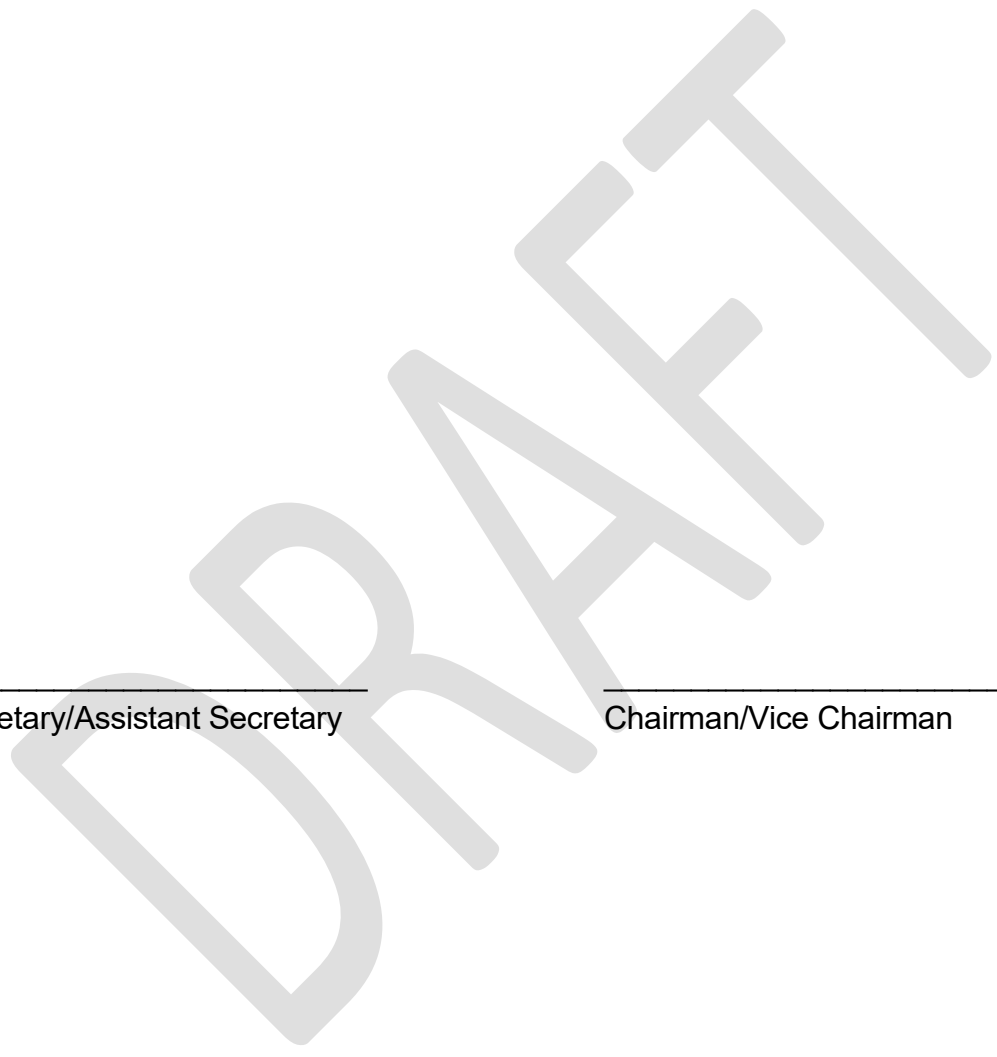
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Secretary/Assistant Secretary

Chairman/Vice Chairman



TAB 8

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

MAILING ADDRESS · 3434 COLWELL AVE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.HERITAGEISLEATVIERACDD.ORG

Operation and Maintenance Expenditures February 2026 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2026 through February 28, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$56,656.55**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2026 Through February 28, 2026

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
B S E Consultants Inc.	300161	251490	Engineering Services 01/26	\$ 2,821.20
Brevard County Property Appraiser	300162	2026HERNAV	NON-AD VALOREM ASSESSMENT 10/1/25-09/30/26	\$ 1,059.60
Florida Power & Light Company	20260224-3	47818-03004-021226	6813 Legacy Blvd # Pump 02/26	\$ 1,577.68
Florida Power & Light Company	20260224-2	57620-18553-021226	Decorative Lgtng # Heritage Isle 02/26	\$ 4,565.03
Florida Power & Light Company	20260224-1	69877-97013-021226	6494 Legacy Blvd # Irr 02/26	\$ 929.04
Fountain Kings, Inc.	300156	INV-1065	Quarterly Fountain Maintenance 12/25	\$ 275.00
Juniper Landscaping of Florida, LLC	300158	378080	Irrigation revamp 01/26	\$ 1,973.62
Juniper Landscaping of Florida, LLC	300158	378569	Irrigation Repairs 01/26	\$ 961.30
Juniper Landscaping of Florida, LLC	300159	379514	Irrigation repair 01/26	\$ 750.00
Juniper Landscaping of Florida, LLC	300159	381811	Landscape Maintenance 02/26	\$ 28,110.58
Rizzetta & Company, Inc.	300157	INV0000106657	Accounting Services 02/26	\$ 7,435.18
TIGRIS Aquatic Services, LLC	300160	4370692	Aquatic Service 01/26	\$ 3,011.58
TIGRIS Aquatic Services, LLC	300160	4370693	Aquatic Service 02/26	\$ 3,011.58
USA TODAY Media Corp	300163	0007552501	Legal Advertising 01/26	\$ 175.16
Report Total				<u>\$ 56,656.55</u>

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

MAILING ADDRESS · 3434 COLWELL AVE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.HERITAGEISLEATVIERACDD.ORG

Operation and Maintenance Expenditures March 2026 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2026 through March 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$109,805.56**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2026 Through March 31, 2026

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
B S E Consultants Inc.	300166	251563	Engineering Services 01/26-02/26	\$ 1,521.50
Bob Goldstein	300176	BG032426	Board of Supervisors Meeting 03/24/2026	\$ 200.00
CL Best Honey Bees LLC	300167	03172026	Bee Removal Service 03/26	\$ 80.00
David Francis	300177	DF032426	Board of Supervisors Meeting 03/24/2026	\$ 200.00
Doggie Doo Doo Disposal Services	300168	21208	Monthly Service 02/26	\$ 512.00
Doggie Doo Doo Disposal Services	300168	21396	Monthly Service 03/26	\$ 512.00
Druse Landscaping & Tree Service	300173	8943	Landscaping Services 03/26	\$ 6,150.00
Florida Power & Light Company	20260325-2	47818-03004-031326 ACH	6813 Legacy Blvd # Pump 03/26	\$ 1,722.61
Florida Power & Light Company	20260325-1	57620-18553-031326 ACH	Decorative Lgtng # Heritage Isle 03/26	\$ 6,217.72
Florida Power & Light Company	20260325-3	69877-97013-031326 ACH	6494 Legacy Blvd # Irr 03/26	\$ 1,158.61
JoAnne M. LaBrecque	300178	JL032426	Board of Supervisors Meeting 03/24/2026	\$ 200.00
Jon Smallegan	300179	JS032426	Board of Supervisors Meeting 03/24/2026	\$ 200.00
Juniper Landscaping of Florida, LLC	300169	383872	Seasonal Annuals 02/26	\$ 4,520.32
Juniper Landscaping of Florida, LLC	300169	384748	Irrigation repair 02/26	\$ 1,905.00

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2026 Through March 31, 2026

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Juniper Landscaping of Florida, LLC	300169	385686	Landscape Maintenance 03/26	\$ 28,110.59
Juniper Landscaping of Florida, LLC	300175	386965	Valve replacement 03/26	\$ 1,800.00
Kenneth F. Walter	300180	KW032426	Board of Supervisors Meeting 03/24/2026	\$ 200.00
Kutak Rock, LLP	300165	3702950 10023-1	General Counsel 11/25 and 12./25	\$ 654.07
Rizzetta & Company, Inc.	300164	INV0000107473	Accounting Services 03/26	\$ 7,435.18
Rolling Suds of Melbourne - Palm Bay	300174	15	Power Waah Sidewalks 12/25	\$ 43,031.00
School Now	300170	INV-SN-1313	School Now CDD ADA-PDF 03/26	\$ 384.38
TIGRIS Aquatic Services, LLC	300171	4370694	Aquatic Service 03/26	\$ 3,011.58
Trutech LLC	300172	4432771	Recurring Service - Yard Animals 02/26	\$ <u>79.00</u>
Report Total				\$ <u><u>109,805.56</u></u>

TAB 9



April 30, 2026

Contract No. - 397912

Heritage Isle at Viera CDD - Maintenance

Funston bull noise repair/revamp

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Irrigation Tech Labor	10.00	\$65.00	\$650.00
Hunter Pro-Spray 6 in. Pop Up No Side Inlet	9.00	\$15.50	\$139.50
RAINBIRD FIXED NOZZLE	9.00	\$2.59	\$23.33
Rain Bird SPX-FLEX Swing Pipe 1/2 in. x 100 ft. (Priced per ft.)	20.00	\$1.06	\$21.12
PVC Pipe 3/4 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	30.00	\$0.74	\$22.08
1/2" - 3/4" Misc Fittings	24.00	\$2.57	\$61.63
NDS Pro-Span PVC Expansion Repair Coupling 3/4 in. Socket x Spigot SLIP FIX	3.00	\$28.58	\$85.73
			\$1,003.39

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Lateral Components	\$0.00	\$1,003.39
		\$0.00
		\$1,003.39

Sale	\$1,003.39
Sales Tax	\$0.00
Total	\$1,003.39

By _____
CHRIS WADE

By Ken Walter

Date 4/30/2026

Date 04/30/26

**Juniper Landscaping of Florida
LLC**

**Heritage Isle at Viera CDD -
Maintenance**



April 30, 2026

Contract No. - 397923

Heritage Isle at Viera CDD - Maintenance

Bancroft Bull noise Repair/revamp

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Irrigation Tech Labor	15.00	\$65.00	\$975.00
Hunter Pro-Spray 6 in. Pop Up No Side Inlet	11.00	\$15.50	\$170.50
RAINBIRD FIXED NOZZLE	11.00	\$2.59	\$28.51
Rain Bird SPX-FLEX Swing Pipe 1/2 in. x 100 ft. (Priced per ft.)	24.00	\$1.06	\$25.34
PVC Pipe 1/2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	10.00	\$0.58	\$5.76
1/2" - 3/4" Misc Fittings	23.00	\$2.57	\$59.07
			\$1,264.18

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Lateral Components	\$0.00	\$1,264.18
		\$0.00
		\$1,264.18

Sale	\$1,264.18
Sales Tax	\$0.00
Total	\$1,264.18

By _____
CHRIS WADE

By Ken Walter

Date 4/30/2026

Date 04/30/26

**Juniper Landscaping of Florida
LLC**

**Heritage Isle at Viera CDD -
Maintenance**



Proposal

Proposal No.: 398666
Proposed Date: 05/06/26

PROPERTY:	FOR:
Heritage Isle at Viera CDD - Maintenance Brian Mendez 6800 Legacy Blvd Melbourne, FL 32940	Behind Guard Shack

Front Entrance Guard Shack Plantings

- Removal of existing plantings
- Installation of 24-1 gallon Blue Daze
- Installation of 66-1 gallon Beach Sunflower
- Installation of 4-3 gallon Pringle Podocarpus
- Refresh of Coco Brown mulch for here and the center median at the entrance

ITEM	QTY	UOM	TOTAL
Behind Guard Shack			
Site Prep			\$75.00
Bed Prep - Plant, Sod, Debris Removal	1.00	HR	
Landscape Material			\$1,404.48
Enhancement Labor	2.00	HR	
Dune Sunflower, 01 gallon - 01G	54.00	01g	
Blue Daze, 01 gallon - 01G	12.00	01g	
Pringles Podocarpus, 03 gallon - 03G	4.00	03g	
Fuel Surcharge 5.0%			\$73.95
Fuel Surcharge	1479.00	EA	

Total: \$1,553.43

Optional Services

The following items are not included in the proposal total. Please contact your sales representative if you would like to add.

ME: Landscape Enhancements		\$1,102.42
Cocobrown Mulch, 03CF bag - 03CF	55.00	03CF
Enhancement Labor	6.00	HR

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Ken Walter

Signature (Owner/Property Manager)

Date

Ken Walter

Printed Name (Owner/Property Manager)

Signature - Representative

Date



Proposal

Proposal No.: 397938
Proposed Date: 04/30/26

PROPERTY:	FOR:
Heritage Isle at Viera CDD - Maintenance Brian Mendez 6800 Legacy Blvd Melbourne, FL 32940	Front Entrance

Front Entrance Center Median

- Installation of 48-1 gallon Blue Daze under the Robelenii palms and Crepe Myrtles. (12 each tree)
- Installation of 48-1 gallon Beach Sunflower on end caps behind the annual beds. (24 each end)
- Installation of 20-3 gallon "Dwarf Pringle" Podocarpus in between Robelenii and Myrtles (10 each side)
- Installation of 6-3 gallon Coontie Palms behind the Beach Sunflower (3 each side)

ITEM	QTY	UOM	TOTAL
Front Entrance Median			
Landscape Material			\$3,239.87
Enhancement Labor	6.00	HR	
Coontie, 03 gallon - 03G	6.00	03g	
Pringles Podocarpus, 03 gallon - 03G	20.00	03g	
Blue Daze, 01 gallon - 01G	48.00	01g	
Dune Sunflower, 01 gallon - 01G	48.00	01g	
Fuel Surcharge 5.0%			\$169.70
Fuel Surcharge	3394.00	EA	
Total:			\$3,409.57

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Ken Walter

05/11/26

Signature (Owner/Property Manager)

Date

Ken Walter

Printed Name (Owner/Property Manager)

Signature - Representative

Date



May 11, 2026

Contract No. - 399327

Heritage Isle at Viera CDD - Maintenance

Replacement of 3 valves in the Phase 2 park they are not shutting off completely and flooding

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Hunter Globe Valve ICV Glass Filled Nylon 2 in. w/ Flow Control FIPT x FIPT	3.00	\$450.00	\$1,350.00
			\$1,350.00

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Control Components	\$0.00	\$1,350.00
		\$0.00
		\$1,350.00

Sale	\$1,350.00
Sales Tax	\$0.00
Total	\$1,350.00

By _____
CHRIS WADE

Date 5/11/2026

**Juniper Landscaping of Florida
LLC**

By *Ken Walter* _____

Date 05/11/26

**Heritage Isle at Viera CDD -
Maintenance**

ESTIMATE

**Druse Landscaping & Tree
Service LLC**
1557 Cooling St
Melbourne, FL 32935

drusemlbm@aol.com
+1 (321) 446-5578

C/O

Bill to
Heritages Isles CDD
6972 Lake Gloria BLVD.
Orlando, FL 32955
United States

Ship to
Heritages Isles
6972 Lake Gloria BLVD.
Orlando, FL 32955
United States

Estimate details

Job Site: Bancroft & Funston Bullnoses

Estimate no.: 4071
Estimate date: 04/01/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Landscaping Services	Labor for removal and grading.	36	\$50.00	\$1,800.00
2.		Sod	Flortam Sod per pallet.	6	\$450.00	\$2,700.00
3.		Brevard County Landfill Disposal Fee	Green Waste Fee.	16	\$50.00	\$800.00
					Total	\$5,300.00

Accepted date

Accepted by

ESTIMATE

**Druse Landscaping & Tree
Service LLC**
1557 Cooling St
Melbourne, FL 32935

drusemlbm@aol.com
+1 (321) 446-5578

C/O

Bill to
Heritages Isles CDD
6972 Lake Gloria BLVD.
Orlando, FL 32955
United States

Ship to
Heritages Isles
6972 Lake Gloria BLVD.
Orlando, FL 32955
United States

Estimate details

Job Site: 3415 Sansome.

Estimate no.: 4072
Estimate date: 04/01/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Landscaping Services	Labor for removal and install of Vibrinum.	10	\$50.00	\$500.00
2.		Plants	7 gallon Vibrinum	23	\$46.00	\$1,058.00
					Total	\$1,558.00

Accepted date

Accepted by

TAB 10

Proposal #2198422



Brian Mendes

brendes@rizzetta.com
 (973) 713-7257
 17432 2nd St
 Montverde, FL 34756

Proposal # 2198422
 Proposal Date 10/28/2025
 Proposal Amount \$177,120.00
 Job Address 6800 Legacy Blvd
 Melbourne, FL 32940

CVS Restorations LLC License# CGC1526417

2295 S Hiwassee Rd #104
 Orlando, FL 32835
 Phone: (407) 232-4983

Line Items

Product / Service	Quantity	Price	Subtotal	Tax	Total
Re-Deck Bridge #1 --> 8 x 90 Demo 720 Sqft Stain Deck + Handrail Replace 10 Post of --> 4"x6"x5' PT Lumber Grade #1 Marine Treated Lumber Stringers 2"x12" Ledgers 8x8x8 Fastened with Stainless Steel Carriage Bolts Stainless Steel Screws over the Decking PVC Decking	720.00	\$50.00 / Ea	\$36,000.00	\$0.00	\$36,000.00
Re-Deck Bridge #2 --> 8 x 90 Demo 720 Sqft Stain Deck + Handrail Replace 4 Post of --> 4"x6"x5' PT Lumber Grade #1 Marine Treated Lumber Stringers 2"x12" Ledgers 8x8x8 Fastened with Stainless Steel Carriage Bolts Stainless Steel Screws over the Decking PVC Decking	720.00	\$48.00 / Ea	\$34,560.00	\$0.00	\$34,560.00
Re-Deck Bridge #3 --> 8 x 90 Demo 720 Sqft Stain Deck + Handrail Replace 4 Post of --> 4"x6"x5' PT Lumber Grade #1 Marine Treated Lumber Stringers 2"x12" Ledgers 8x8x8 Fastened with Stainless Steel Carriage Bolts Stainless Steel Screws over the Decking PVC Decking	720.00	\$48.00 / Ea	\$34,560.00	\$0.00	\$34,560.00
Re-Deck Bridge #4 --> 8 x 90 Demo 720 Sqft Stain Deck + Handrail Replace 10 Post of --> 4"x6"x5'	720.00	\$50.00 / Ea	\$36,000.00	\$0.00	\$36,000.00

PT Lumber Grade #1 Marine Treated Lumber
Stringers 2"x12"
Ledgers 8x8x8 Fastened with Stainless Steel Carriage Bolts
Stainless Steel Screws over the Decking

PVC Decking

Re-Deck Bridge #5 --> 8 x 90	720.00	\$50.00 / Ea	\$36,000.00	\$0.00	\$36,000.00
Demo 720 Sqft					

Stain Deck + Handrail

Replace 10 Post of --> 4"x6"x5'

PT Lumber Grade #1 Marine Treated Lumber
Stringers 2"x12"
Ledgers 8x8x8 Fastened with Stainless Steel Carriage Bolts
Stainless Steel Screws over the Decking

PVC Decking

Option - Aluminum Post Caps for 4x6 Post Bridge #1	60.00	\$20.00	\$1,200.00	\$0.00	---
Option - Aluminum Post Caps for 4x6 Post Bridge #2	60.00	\$20.00	\$1,200.00	\$0.00	---
Option - Aluminum Post Caps for 4x6 Post Bridge #3	60.00	\$20.00	\$1,200.00	\$0.00	---
Option - Aluminum Post Caps for 4x6 Post Bridge #4	60.00	\$20.00	\$1,200.00	\$0.00	---
Option - Aluminum Post Caps for 4x6 Post Bridge #5	60.00	\$20.00	\$1,200.00	\$0.00	---

Subtotal	\$177,120.00
Tax	\$0.00

Total	\$177,120.00
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Proposal Summary

Line Item Total	\$177,120.00
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Proposal Total	\$177,120.00
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Note

Notes

FULL DOCK/NEW CONSTRUCTION: REPAIR:

Payment#1: 20% upon Contract signing.

Payment#2: 50% on the startup date.

Payment#3: 30% Decking Install.

For cancelations, we will be collecting a 10%

In Case of final payment Delays, after 10 days of the job being done, there will be a \$200 Daily Late Fee

Failed to perform the final payment, a Mechanics Lien will be applied at 18% interest, or the Highest interest rate approved by the State of Florida.

License and Insurance in the State of Florida

We will provide engineering services; Plans will be based on an on-site survey supplied by the homeowner.

As described above, we will provide all labor, equipment, and materials to construct the project.

We warrant for a period of one (1) year from completion of the project and materials provided for the project be free from defect.

We warrant workmanship for a period of (2) years from completion of the project (Construction Defect only)

We will be responsible for all removal and disposal of excess building materials

Terms and Conditions

Excluded Items

Painting of project unless specified previously,(2) any irrigation or landscaping removal, repair or replacement.(3)Any electrical work not identified in specifications.(4) Any other state or County permit fee, if necessary.(5) Any other State permit fee, if necessary.(6)Homeowners Association permits and fees, if necessary (7)Variance permit and fees, if necessary.(8)Land lease permit and fees, if necessary. (9) Mitigation permit and fees, if necessary.(10) Any item not specifically mentioned above as being included is excluded.

Provisions

- We price our projects based on standard conditions. In the event that the property conditions are such that the materials are unable to be jetted into place, any additional cost incurred by us may be in addition to total Project Price. Such nonstandard conditions include, but are not limited to, stumps, logs, muck, and rocks. If such circumstances arise, we will earnestly seek to obtain a solution to offer proposal for a charge order to the original contract.
- We will, at various times, have building materials and equipment delivered to the project locations. Such items are typically completed with large trucks and equipment. Deliveries may cause ruts in the grass or sod and/or leakage on driveways, and other possible damage. If there are specific requirements or instructions regarding deliveries of equipment and materials, it is required that these criteria be disclosed prior in writing at the time of contract signing.
- Any work, changes, adjustments, additions, deletions or manipulations, etc. done to any system or portion of the project by anyone other than CVS Restorations, Will void the contract and warranty. The materials used in the construction process are subject to distortion over time and do not constitute a warranty claim
- We will, at various times, be stirring up silt and lake bottom matter. This material may possibly enter the intake of lake fed irrigation systems and may clog the lines and pump, we assume no responsibility for damage and request that all pumps be turned off during construction.
- All projects shall be completed in a professional manner and compliance with all applicable codes.
- During the course of the Project, the construction area shall not be entered by any person not accompanied by a company representative. The materials and equipment shall not be disrupted in any way. The construction area shall not be altered or changed and there shall be no additions or deletions. Additionally, If any person sustains any personal injury or cause any personal injury or cause property damage to the equipment or materials with or without consent, we shall not be held responsible. purchaser shall hereby indemnify, defend and hold harmless CVS Restorations, its agents, employees, and subcontractor from any claim, loss, damage or expense arising from such personal injury or property damage or expense arising from such personal injury or property damage, including attorney's fees.
- We will maintain a general set of model project plans that are used for reference and example. If one of these plans was offered as a model to the project proposed, the actual building of the specific project will be similar to the examples viewed, but may differ slightly due to such things as dimensions, materials, and building code, etc.
- We shall not be liable for any delay due to circumstances beyond its control including, but not limited to, strikes, unavailability of materials, adverse weather, accidents, any agencies that control permitting issuance and/or inspections.
- It is agreed that if either party finds it necessary to employ an Attorney to enforce any Section of this agreement, the prevailing party shall be entitled to Attorney's Fees, cost, and damages incurred from the non-prevailing party. It is also agreed that the proper venue for such legal action be in Orange County Florida.
- The above described scope of work and specifications to be included and excluded, along with the pricing and payment terms, constitute the entire agreement. No verbal directions or changes will be considered valid unless accompanied by a written change order approved by both parties to this agreement. The cost associated with the submitted change order shall be in addition to the Total Project Price. Payment for change orders shall be made upon acceptance of the change order by CVS Restorations. Change orders may require additional permitting, both environmental and building, and all associated cost will be added to the Total Project Price in the form of a written order.

Sign And Date To Accept Proposal:

Customer Signature:

Date:

Attachments:

Photo Appendix:

Photo 1

TROPICAL HARDWOODS
Rich, variegated colors with natural woodgrain texture



Amberwood



Black Walnut



Harbor Grey



Sand Castle



Golden Cypress



Driftwood Grey



Rosewood



Silver Teak



Teakwood



Weathered Ipe

COLORWATCH100™ TECHNOLOGY
Wolf Serenity Decking features a proprietary ColorWatch100 premium ASA copolyester, which helps block harmful UV rays to promote color retention — even in the dog days of summer.

Weathered Ipe

Photo 2

Transcend® Lineage®



Photo 3



Photo 4



Photo 5

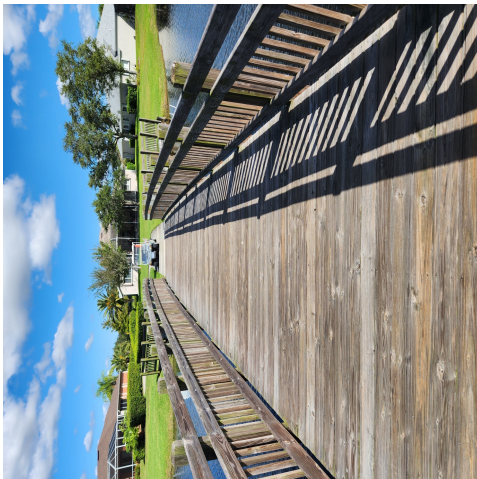
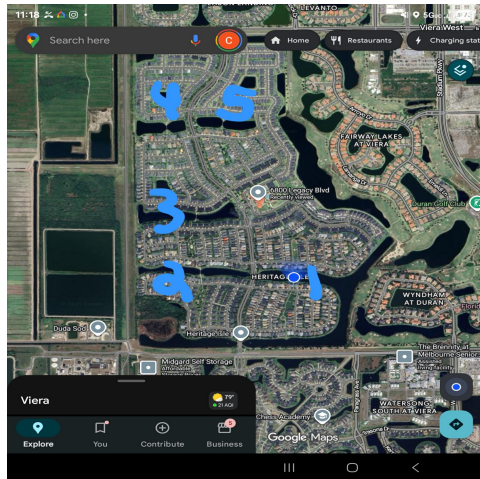


Photo 6



TAB 11



Sunrise Deck & Dock LLC
4075307796
License No. CBC1252225
806 West Verona Street Suite 2b
Kissimmee, FL 34741

Prepared For

Brian Mendes
Rizzetta & Company
6800 Legacy Blvd
6800 Legacy Blvd., FL 32940

Proposal Date

03/23/2026

Proposal Number

0011823

Reference

Jaileen/Diego

Scope of Work

1. General Scope: This project includes the **demolition and reconstruction of five (5) pedestrian bridges**. All work will be performed in accordance with applicable local codes, industry standards, and project specifications.

2. Demolition, removal, and disposal of existing bridge components, including:

- Handrails
- Decking
- Stringers
- Ledgers
- Beams

All materials will be properly dismantled and disposed of off-site.

Dumpster services are included for debris handling and removal.

Existing piles (pilings) will remain in place and will be protected throughout the demolition process.

3. Materials: All structural framing lumber used for the project will be **Pressure-Treated Southern Yellow Pine, Grade #1**, suitable for exterior and structural applications.

All fasteners, connectors, and hardware will be rated for exterior use (stainless steel or approved coated materials).

4. Reconstruction: Construction of new bridge structures utilizing existing pilings, including:

- Installation of new structural framing (stringers, ledgers, and beams)
- Installation of new composite decking system (Trex or approved equivalent)
- Proper fastening systems and hardware

All work will be installed to ensure structural integrity, durability, and long-term performance.

5. Handrail System: Installation of picket-style handrails on both sides of each bridge, including:

- Top rail: 2x6 PT Southern Yellow Pine Grade #1
- Bottom rail: 2x6 PT Southern Yellow Pine Grade #1
- Vertical pickets: 2x4 PT Southern Yellow Pine Grade #1
- Maximum spacing between pickets: **3-1/2 inches**

Handrails will include a **composite cap (Trex or equivalent)** for enhanced durability and aesthetics.

6. Site Management & Protection

- Protection of existing structures, pilings, and surrounding areas
- Maintenance of a clean and safe worksite
- Coordination of material deliveries and phased construction as needed

7. Project Breakdown

- Bridge 1 – Demolition & Reconstruction
- Bridge 2 – Demolition & Reconstruction
- Bridge 3 – Demolition & Reconstruction
- Bridge 4 – Demolition & Reconstruction
- Bridge 5 – Demolition & Reconstruction

Timeline

- **Start of Work:** Work will commence within **2 to 4 weeks after contract execution.**
- **Total Construction Duration:** Approximately **10 weeks total** for all five (5) bridges, based on an estimated **2 weeks per bridge**, subject to weather conditions, site accessibility, and material availability.

Overview

This offer, including pricing and any applicable discounts, is valid for a period of 30 days from the date of issuance.

Pricing

Description	Rate	Qty	Line Total
Bridge No. 1 – Demolition & Reconstruction	\$43,520.00	1	\$43,520.00

Bridge Demolition

Demolition and removal of the existing bridge structure, including all handrails, decking, stringers, ledgers, and beams. All materials will be properly dismantled and disposed of off-site in accordance with local regulations.

This scope includes the provision of dumpsters for debris removal and disposal as required throughout the demolition process.

Existing piles (pilings) will remain in place and will be preserved and protected throughout the demolition process to ensure no damage occurs.

Ree- Deck Walkway 8' x 80'

Lumber: Pressure-Treated Southern Yellow Pine, Marine Grade #1.

Stringers: 2" x 8" stringers spaced 16" on center, fastened with 3" stainless steel screws for long-lasting durability.

Ledgers: 2" x 8" ledgers secured with 3" stainless steel screws and 1/2" galvanized carriage bolts on both sides for maximum strength.

X-Bracing: 2" x 6" cross braces installed with four 3" stainless steel screws and 3/8" galvanized lag bolts on each side for added lateral support.

Screws used for fastening the decking will match the deck color for a uniform appearance.

Trex Transcend® Decking
Combines superior aesthetics with the highest level of performance.
Available in eight multi-tonal and monochromatic colors, backed by a
50-year limited residential warranty. (6 colors to choose)

Picket Handrail System (Both Sides of Bridge)
Installation of a picket-style handrail system on both sides of the bridge,
constructed with pressure-treated (PT) lumber. The system includes a
2x6 top rail and 2x6 bottom rail, with vertical 2x4 pickets installed
uniformly with a maximum spacing of 3-1/2 inches to meet safety
standards. The handrail will be finished with a composite cap using
Trex material, providing a clean, modern appearance along with
enhanced durability and low maintenance.

Bridge No. 2 – Demolition & Reconstruction	\$43,520.00	1	\$43,520.00
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Bridge Demolition
Demolition and removal of the existing bridge structure, including all
handrails, decking, stringers, ledgers, and beams. All materials will be
properly dismantled and disposed of off-site in accordance with local
regulations.

This scope includes the provision of dumpsters for debris removal and
disposal as required throughout the demolition process.

Existing piles (pilings) will remain in place and will be preserved and
protected throughout the demolition process to ensure no damage
occurs.

Ree- Deck Walkway 8' x 80'
Lumber: Pressure-Treated Southern Yellow Pine, Marine Grade #1.
Stringers: 2" x 8" stringers spaced 16" on center, fastened with 3"
stainless steel screws for long-lasting durability.
Ledgers: 2" x 8" ledgers secured with 3" stainless steel screws and 1/2"
galvanized carriage bolts on both sides for maximum strength.
X-Bracing: 2" x 6" cross braces installed with four 3" stainless steel
screws and 3/8" galvanized lag bolts on each side for added lateral
support.
Screws used for fastening the decking will match the deck color for a
uniform appearance.

Trex Transcend® Decking
Combines superior aesthetics with the highest level of performance.
Available in eight multi-tonal and monochromatic colors, backed by a
50-year limited residential warranty. (6 colors to choose)

Picket Handrail System (Both Sides of Bridge)
Installation of a picket-style handrail system on both sides of the bridge,
constructed with pressure-treated (PT) lumber. The system includes a
2x6 top rail and 2x6 bottom rail, with vertical 2x4 pickets installed
uniformly with a maximum spacing of 3-1/2 inches to meet safety
standards. The handrail will be finished with a composite cap using
Trex material, providing a clean, modern appearance along with
enhanced durability and low maintenance.

Bridge No. 3 – Demolition & Reconstruction	\$43,520.00	1	\$43,520.00
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Bridge Demolition
Demolition and removal of the existing bridge structure, including all
handrails, decking, stringers, ledgers, and beams. All materials will be
properly dismantled and disposed of off-site in accordance with local
regulations.

This scope includes the provision of dumpsters for debris removal and

disposal as required throughout the demolition process.

Existing piles (pilings) will remain in place and will be preserved and protected throughout the demolition process to ensure no damage occurs.

Ree- Deck Walkway 8' x 80'

Lumber: Pressure-Treated Southern Yellow Pine, Marine Grade #1.

Stringers: 2" x 8" stringers spaced 16" on center, fastened with 3" stainless steel screws for long-lasting durability.

Ledgers: 2" x 8" ledgers secured with 3" stainless steel screws and 1/2" galvanized carriage bolts on both sides for maximum strength.

X-Bracing: 2" x 6" cross braces installed with four 3" stainless steel screws and 3/8" galvanized lag bolts on each side for added lateral support.

Screws used for fastening the decking will match the deck color for a uniform appearance.

Trex Transcend® Decking

Combines superior aesthetics with the highest level of performance.

Available in eight multi-tonal and monochromatic colors, backed by a 50-year limited residential warranty. (6 colors to choose)

Picket Handrail System (Both Sides of Bridge)

Installation of a picket-style handrail system on both sides of the bridge, constructed with pressure-treated (PT) lumber. The system includes a 2x6 top rail and 2x6 bottom rail, with vertical 2x4 pickets installed uniformly with a maximum spacing of 3-1/2 inches to meet safety standards. The handrail will be finished with a composite cap using Trex material, providing a clean, modern appearance along with enhanced durability and low maintenance.

Bridge No. 4 – Demolition & Reconstruction

\$43,520.00

1

\$43,520.00

Bridge Demolition

Demolition and removal of the existing bridge structure, including all handrails, decking, stringers, ledgers, and beams. All materials will be properly dismantled and disposed of off-site in accordance with local regulations.

This scope includes the provision of dumpsters for debris removal and disposal as required throughout the demolition process.

Existing piles (pilings) will remain in place and will be preserved and protected throughout the demolition process to ensure no damage occurs.

Ree- Deck Walkway 8' x 80'

Lumber: Pressure-Treated Southern Yellow Pine, Marine Grade #1.

Stringers: 2" x 8" stringers spaced 16" on center, fastened with 3" stainless steel screws for long-lasting durability.

Ledgers: 2" x 8" ledgers secured with 3" stainless steel screws and 1/2" galvanized carriage bolts on both sides for maximum strength.

X-Bracing: 2" x 6" cross braces installed with four 3" stainless steel screws and 3/8" galvanized lag bolts on each side for added lateral support.

Screws used for fastening the decking will match the deck color for a uniform appearance.

Trex Transcend® Decking

Combines superior aesthetics with the highest level of performance.

Available in eight multi-tonal and monochromatic colors, backed by a 50-year limited residential warranty. (6 colors to choose)

Picket Handrail System (Both Sides of Bridge)
 Installation of a picket-style handrail system on both sides of the bridge, constructed with pressure-treated (PT) lumber. The system includes a 2x6 top rail and 2x6 bottom rail, with vertical 2x4 pickets installed uniformly with a maximum spacing of 3-1/2 inches to meet safety standards. The handrail will be finished with a composite cap using Trex material, providing a clean, modern appearance along with enhanced durability and low maintenance.

Bridge No. 5 – Demolition & Reconstruction	\$43,520.00	1	\$43,520.00
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Bridge Demolition
 Demolition and removal of the existing bridge structure, including all handrails, decking, stringers, ledgers, and beams. All materials will be properly dismantled and disposed of off-site in accordance with local regulations.

This scope includes the provision of dumpsters for debris removal and disposal as required throughout the demolition process.

Existing piles (pilings) will remain in place and will be preserved and protected throughout the demolition process to ensure no damage occurs.

Ree- Deck Walkway 8' x 80'
 Lumber: Pressure-Treated Southern Yellow Pine, Marine Grade #1.
 Stringers: 2" x 8" stringers spaced 16" on center, fastened with 3" stainless steel screws for long-lasting durability.
 Ledgers: 2" x 8" ledgers secured with 3" stainless steel screws and 1/2" galvanized carriage bolts on both sides for maximum strength.
 X-Bracing: 2" x 6" cross braces installed with four 3" stainless steel screws and 3/8" galvanized lag bolts on each side for added lateral support.
 Screws used for fastening the decking will match the deck color for a uniform appearance.

Trex Transcend® Decking
 Combines superior aesthetics with the highest level of performance. Available in eight multi-tonal and monochromatic colors, backed by a 50-year limited residential warranty. (6 colors to choose)

Picket Handrail System (Both Sides of Bridge)
 Installation of a picket-style handrail system on both sides of the bridge, constructed with pressure-treated (PT) lumber. The system includes a 2x6 top rail and 2x6 bottom rail, with vertical 2x4 pickets installed uniformly with a maximum spacing of 3-1/2 inches to meet safety standards. The handrail will be finished with a composite cap using Trex material, providing a clean, modern appearance along with enhanced durability and low maintenance.

Permit	\$5,000.00	1	\$5,000.00
Application Fee			
County Permit			
Engineering			

	Subtotal	222,600.00
	10% Discount	-22,260.00
	Tax	0.00

Notes

Payment methods:

Zelle: sunrisedock89@gmail.com

Check: Name to Sunrise Deck & Dock

Credit Card: Fee 3.5%

Payment#1: 10% upon Contract signing.

Payment#2: 50% on the startup date.

Payment#3: 20% Decking Install.

Payment#4: 10% Job complete.

Payment#5: 10% After passing the final inspection.

For cancelations, we will be collecting a **20%**

In Case of final **Payment Delays**, after **10** days of the job being done, there will be a **\$500** Daily Late Fee

Terms

EXCLUDED ITEMS

Sunrise Deck & Dock **disclaims all liability** regarding the following terms:

- **Painting of the project** unless previously specified in the contract.
- Any damage, removal, repair, or replacement of **irrigation, plumbing, or landscaping** systems.
- Any **electrical** work not expressly identified in the contract specifications.
- **Variance permit** fees, if required.
- **Land lease** permits and fees, if required.
- Any **items** not expressly listed as included in the contract are **considered excluded**.
- Any **modifications** to the design or structure requested by the customer or county will incur additional costs.

GENERAL PROVISIONS

• **Project Conditions:**

Sunrise Deck & Dock prices its projects based on standard site conditions. If the property conditions prevent materials from being jetted into place, any additional costs incurred may be added to the total project price.

Non-standard conditions include but are not limited to **stumps, roots, logs, muck, and rocks**. If such circumstances arise, a solution will be sought, and a change order to the original contract will be proposed with the corresponding additional costs.

• **Delivery of Materials and Equipment:**

During the course of the project, materials and equipment will be delivered to the construction site. These deliveries are typically made using large trucks and equipment, which may cause ruts in the grass or sod, leaks on driveways, or other potential damage. Any specific requirements or instructions regarding the delivery of materials and equipment must be communicated in writing at the time of contract signing.

• **Modifications and Warranties:**

Any work, modification, adjustment, addition, deletion, or manipulation performed on any system or portion of the project by anyone other than Sunrise Deck & Dock will void the contract and warranty. The materials used in the construction process may experience distortion over time, which does not constitute a valid warranty claim.

• **Sunrise Deck & Dock** warrants that, for a period of one (1) year from the completion of the project, the materials and workmanship used in the construction of docks, seawalls, marinas, etc., will be free from manufacturing or construction defects. This warranty only covers defects resulting from construction or material defects and is subject to the following conditions:

• **Exclusions from Warranty:**

This warranty does not cover damage or defects caused by:

- Atmospheric phenomena, bad weather, or adverse weather events.

- Flooding, extreme tides, or storms.
- High winds, hurricanes, or cyclones.
- Accidents caused by humans, negligence, abuse, vandalism, or misuse.
- Acts of nature affecting the structure, including but not limited to earthquakes, soil erosion, or similar events.

•Warranty Coverage:

The warranty only covers defects in the construction or materials used in the project. If, within the warranty period, defects are found to be attributable to materials or workmanship, **Sunrise Deck & Dock** will commit to performing the necessary repairs at no additional cost to the owner, provided that it is demonstrated that the damage is not a result of the exclusions mentioned above.

•Warranty Activation Conditions:

The warranty is activated only if the property owner reports defects to **Sunrise Deck & Dock** within one (1) year from the completion date of the project. The defects will be evaluated by **Sunrise Deck & Dock**, who will determine if the damages are the result of defects in construction or materials.

•Limitation of Liability:

Under no circumstances will **Sunrise Deck & Dock** be responsible for indirect, incidental, or consequential damages that may arise due to construction defects, defective materials, or structural failures covered by this warranty

• Environmental Impact:

During construction, the process may stir up silt and lake-bottom sediments, which may enter lake-fed irrigation systems and clog pipes and pumps. Sunrise Deck & Dock assumes no responsibility for such damage and recommends that all pumps be turned off during construction.

• Access and Liability:

During the execution of the project, no person may enter the construction area unless accompanied by a Sunrise Deck & Dock representative. Materials and equipment must not be altered or disturbed in any way. Additionally, if any person sustains a personal injury or causes damage to property, equipment, or materials, with or without consent, Sunrise Deck & Dock shall not be held liable for such incidents. The purchaser agrees to indemnify, defend, and hold harmless Sunrise Deck & Dock, its agents, employees, and subcontractors from any claims, losses, damages, or expenses arising from such personal injury or property damage, including attorney's fees.

• Reference Plans and Models:

Sunrise Deck & Dock maintains a set of model project plans for reference and example. If one of these plans was offered as a model for the proposed project, the actual construction will be similar but may vary in dimensions, materials, and applicable building codes.

• Delays and Uncontrollable Circumstances:

Sunrise Deck & Dock shall not be held liable for construction delays due to circumstances beyond its control, including but not limited to strikes, material shortages, adverse weather conditions, accidents, or delays in the issuance of permits and inspections by government agencies.

• Dispute Resolution and Jurisdiction:

If either party finds it necessary to retain an attorney to enforce any provision of this contract, the prevailing party shall be entitled to recover attorney's fees, legal costs, and damages incurred from the non-prevailing party. Furthermore, both parties agree that any legal disputes shall be filed exclusively in Osceola County, Florida.

• Entire Agreement and Change Orders:

This document, along with the scope of work, specifications, included and excluded items, payment terms, and pricing, constitutes the entire agreement between the parties. Any verbal instructions or modifications shall be deemed invalid unless supported by a written change order approved by both parties.

- Any change order will result in an additional cost to the total project price.
- Payment for change orders must be made upon acceptance by Sunrise Deck & Dock.
- Change orders may require additional permits, whether environmental or construction-related, and all associated costs will be added to the total project price in the form of a written order.

Clause on Approvals and Required Permits

The Client acknowledges and agrees that the construction of aquatic structures, including but not limited to docks, boathouses, marinas, piers, decks, and seawalls, may be subject to approval by various regulatory entities and homeowners' associations. The estimated time to obtain these permits may vary depending on

external factors beyond the control of Sunrise Deck & Dock.

- **Homeowners' Association Approval** (if applicable): If the Client's property falls under the jurisdiction of a Homeowners' Association (**HOA**), obtaining the necessary approval may take an estimated **2 to 6 weeks**. The Client is responsible for providing the required documentation to the HOA and complying with its regulations.
- **Environmental Protection Division (EPD) Permit**: Authorization from the Environmental Protection Division is a prerequisite for applying for a construction permit. The estimated time to obtain this permit is **4 to 8 weeks**, subject to reviews and potential additional requirements from the regulatory entity.
- **County Permit**: Once the environmental permit has been approved, the application for the County permit will proceed. The estimated time for issuing this permit is **2 to 6 weeks**, depending on the volume of applications and necessary reviews.
- **U.S. Army Corps of Engineers (USACE) Permit (if applicable)**: If the project requires review and approval from **USACE**, the estimated time for obtaining this permit is **6 to 12 months**, subject to inspections, environmental evaluations, and possible adjustments to the plans. This permit may involve additional permitting costs or require the purchase of mitigation credits.
- **South Florida Water Management District (SFWMD) Permit (if applicable)**: If required, the estimated time for approval from **SFWMD** is **2 to 6 months**, depending on project complexity and compliance with established water management regulations. This process may involve additional permitting costs or the need to purchase mitigation credits.

Final Considerations:

The **Client understands** that these timeframes are approximate and may be affected by external factors, including but not limited to regulatory changes, additional requirements imposed by authorities, delays in inspections, or the Client's failure to submit required documents on time.

The **Client agrees** that any additional costs arising from regulatory requirements, including permit fees, environmental evaluations, or the purchase of mitigation credits, will be the Client's sole responsibility.

Additionally, if the County requires a boundary survey or riparian lines survey, the Client shall bear the additional costs associated with these requirements.

Sunrise Deck & Dock shall not be held responsible for delays in obtaining permits but commits to assisting with the management process to the best of its abilities.

Brian Mendes, Rizzetta & Company



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TAB 12

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT REAPPOINTING AN ASSISTANT TREASURER OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Heritage Isle at Viera Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Brevard County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) previously appointed **Shawn Wildermuth** as an Assistant Treasurer pursuant to Resolution 2025-05; and

WHEREAS, the Board now desires to remove **Shawn Wildermuth** as Assistant Treasurer and appoint **Susan Garcia** to the position.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Shawn Wildermuth is removed as Assistant Treasurer.

Section 2. **Susan Garcia** is appointed as Assistant Treasurer.

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

PASSED AND ADOPTED THIS 26th DAY OF MAY, 2026.

**HERITAGE ISLE AT VIERA COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

TAB 13

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2025/2026, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 26th, 2025, the Board of Supervisors of the Heritage Isle at Viera Community Development District (“**Board**”), adopted Resolution 2025-06 providing for the adoption of the District’s Fiscal Year 2025/2026 annual budget (“**Budget**”); and

WHEREAS, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

WHEREAS, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2025-06 authorize the Board to amend the Budget during Fiscal Year 2025/2026 or within sixty (60) days following the end of the Fiscal Year 2025/2026; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT:

1. BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager’s proposed amended Budget, copies of which are on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of Sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, “**Adopted Annual Budget**”) may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2025/2026.

- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as “The Adopted Budget for the Heritage Isle at Viera Community Development District for the fiscal year ending September 30, 2026, as amended and adopted by the Board of Supervisors effective May 26, 2026.”

2. APPROPRIATIONS. There is hereby appropriated out of the revenues of Heritage Isle at Viera Community Development District, for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the sums set forth in **Exhibit A**, to be raised by special assessments, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the amounts set forth in **Exhibit A**.

3. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2025-06, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2025-06 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

5. EFFECTIVE DATE. This Resolution shall take effect as of May 26th, 2026.

Introduced, considered favorably, and adopted this 26th day of May 2026.

ATTEST:

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended Fiscal Year 2025/2026 Budget

Exhibit A
Amended Fiscal Year 2025/2026 Budget



Rizzetta & Company

Heritage Isle at Viera Community Development District

<https://heritageisleatvieracdd.org>

Adopted Budget for Fiscal Year 2025-2026

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Adopted Budget
Heritage Isle at Viera Community Development District
 General Fund
 Fiscal Year 2025/2026

Chart of Accounts Classification		Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
1			
2	ASSESSMENT REVENUES		
3			
4	<i>Special Assessments</i>		
5	Tax Roll*	\$ 1,054,720	\$ 103,719
6			
7	Assessment Revenue Subtotal	\$ 1,054,720	\$ 103,719
8			
9	OTHER REVENUES		
10			
11	<i>Interest Earnings</i>		
12	Interest Earnings	\$ -	\$ -
13	<i>Other Miscellaneous Revenues</i>		
14	Balance Forward from Prior Year	\$ -	\$ -
15			
16	Other Revenue Subtotal	\$ -	\$ -
17			
18	TOTAL REVENUES	\$ 1,054,720	\$ 103,719
19	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.		

Adopted Budget
Heritage Isle at Viera Community Development District
 General Fund
 Fiscal Year 2025/2026

Chart of Accounts Classification		Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
20			
21	EXPENDITURES - ADMINISTRATIVE		
22			
23	<i>Legislative</i>		
24	Supervisor Fees	\$ 6,000	\$ -
25	<i>Financial & Administrative</i>		
26	Accounting Services	\$ 22,523	\$ -
27	Administrative Services	\$ 6,717	\$ -
28	Arbitrage Rebate Calculation	\$ 1,050	\$ -
29	Assessment Roll	\$ 5,678	\$ (116)
30	Auditing Services	\$ 4,000	\$ (100)
31	Disclosure Report	\$ 2,000	\$ -
32	District Engineer	\$ 15,000	\$ 5,000
33	District Management	\$ 39,584	\$ 1,522
34	Dues, Licenses & Fees	\$ 175	\$ -
35	Financial & Revenue Collections	\$ 5,678	\$ -
36	Legal Advertising	\$ 3,500	\$ -
37	Miscellaneous Fees	\$ 1,096	\$ 211
38	Public Officials Liability Insurance	\$ 3,869	\$ 478
39	Trustees Fees	\$ 7,750	\$ -
40	Website Hosting, Maintenance & Compliance	\$ 4,100	\$ 1,362

Adopted Budget
Heritage Isle at Viera Community Development District
 General Fund
 Fiscal Year 2025/2026

Chart of Accounts Classification		Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
41	<i>Legal Counsel</i>		
42	District Counsel	\$ 15,000	\$ -
43			
44	Administrative Subtotal	\$ 143,720	\$ 8,357
45			
46	EXPENDITURES - FIELD OPERATIONS		
47			
48	<i>Electric Utility Services</i>		
49	Utility - Street Lights	\$ -	\$ (86,325)
50	Utility Services	\$ 137,000	\$ 98,535
51	<i>Stormwater Control</i>		
52	Aquatic Maintenance	\$ 45,000	\$ 640
53	Fountain Service Repairs & Maintenance	\$ 10,000	\$ 4,000
54	Stormwater System Maintenance	\$ 10,000	\$ -
55	<i>Other Physical Environment</i>		
56	General Liability & Property Insurance	\$ 14,000	\$ (3,000)
57	Irrigation Repairs	\$ 65,000	\$ (500)
58	Landscape - Mulch	\$ 63,500	\$ 6,160
59	Landscape Field Services	\$ 15,000	\$ 4,800
60	Landscape Maintenance	\$ 337,000	\$ 19,552
61	Landscape Replacement Plants, Annuals, Shrubs, Trees	\$ 50,000	\$ -

Adopted Budget
Heritage Isle at Viera Community Development District
 General Fund
 Fiscal Year 2025/2026

Chart of Accounts Classification		Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
62	Road & Street Facilities		
63	Sidewalk Pressure Washing	\$ 85,000	\$ 55,000
64	Sidewalk Repair	\$ 45,000	\$ -
65	Parks & Recreation		
66	Infrastructure Annual Inspection	\$ 10,000	\$ (5,000)
67	Wildlife Service	\$ 4,500	
68	Pedestrian Bridge Maintenance	\$ -	\$ (3,000)
69	Contingency		
70	Miscellaneous Contingency	\$ 20,000	\$ -
71			
72	Field Operations Subtotal	\$ 911,000	\$ 90,862
73			
74	TOTAL EXPENDITURES	\$ 1,054,720	\$ 99,219
75			
76	EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ 4,500
77			

Adopted Budget
Heritage Isle at Viera Community Development District
Reserve Fund
Fiscal Year 2025/2026

Chart of Accounts Classification		Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
1			
2	ASSESSMENT REVENUES		
3			
4	<i>Special Assessments</i>		
5	Tax Roll*	\$ 178,000	\$ (66,500)
6			
7	Assessment Revenue Subtotal	\$ 178,000	\$ (66,500)
8			
9	OTHER REVENUES		
10			
11	<i>Interest Earnings</i>		
12	Interest Earnings	\$ -	\$ -
13	<i>Other Miscellaneous Revenues</i>		
14	Balance Forward from Prior Year	\$ 113,000	\$ 113,000
15			
16	Other Revenue Subtotal	\$ 113,000	\$ 113,000
17			
18	TOTAL REVENUES	\$ 291,000	\$ 46,500
19	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.		

Adopted Budget
Heritage Isle at Viera Community Development District
Reserve Fund
Fiscal Year 2025/2026

Chart of Accounts Classification		Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
20			
21	EXPENDITURES		
22			
23	<i>Other Physical Environment</i>		
24	Irrigation Pump Station Reserve	\$ 35,000	\$ -
25	Irrigation Repair- Controller Replacements Reserve	\$ 94,000	\$ 55,000
26	Irrigation Repairs (Overhaul)	\$ -	\$ -
27	Street Tree Replacement Reserve	\$ 15,000	\$ -
28	Tree Trimming Reserve	\$ 10,000	\$ -
29	<i>Road & Street Facilities</i>		
30	Light Replacement - Utility FPL	\$ -	\$ (57,500)
31	Sidewalk Reserve	\$ 30,000	\$ -
32	<i>Parks & Recreation</i>		
33	Miscellaneous Parks and Infrastructure Reserve	\$ 50,000	\$ -
34	Pedestrian Bridge Reserve	\$ 57,000	\$ 49,000
35			
36	TOTAL EXPENDITURES	\$ 291,000	\$ 46,500
37			
38	EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -
39			

Debt Service

Fiscal Year 2025/2026

Chart of Accounts Classification	Series 2013A-1	Series 2013A-2	Series 2017	Budget for 2025/2026
REVENUES				
Special Assessments				
Net Special Assessments ⁽¹⁾	\$276,451.94	\$37,613.76	\$348,398.06	\$662,463.77
TOTAL REVENUES	\$276,451.94	\$37,613.76	\$348,398.06	\$662,463.77
EXPENDITURES				
Administrative				
Debt Service Obligation	\$276,451.94	\$37,613.76	\$348,398.06	\$662,463.77
Administrative Subtotal	\$276,451.94	\$37,613.76	\$348,398.06	\$662,463.77
TOTAL EXPENDITURES	\$276,451.94	\$37,613.76	\$348,398.06	\$662,463.77
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00

Brevard County Collection Costs (2%) and Early Payment Discounts (4%):

6.0%

GROSS ASSESSMENTS

\$704,433.52

Notes:

Tax Roll County Collection Costs and Early Payment discount is 6% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2025/2026 O&M Budget:		\$1,232,720.00	2024/2025 O&M Budget:	\$1,195,501.00
Collection Costs:	2%	\$26,228.09	2025/2026 O&M Budget:	\$1,232,720.00
Early Payment Discounts:	4%	\$52,456.17		
2025/2026 Total:		\$1,311,404.26	Total Difference:	\$37,219.00

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2024/2025	2025/2026	\$	%
South					
<i>Villa</i>	Series 2013A-1/A-2 Debt Service	\$293.76	\$293.76	\$0.00	0.00%
	Operations/Maintenance	\$741.99	\$748.81	\$6.82	0.92%
	Total	\$1,035.75	\$1,042.57	\$6.82	0.66%
<i>Duplex</i>	Series 2013A-1/A-2 Debt Service	\$398.68	\$398.68	\$0.00	0.00%
	Operations/Maintenance	\$772.01	\$789.66	\$17.65	2.29%
	Total	\$1,170.69	\$1,188.34	\$17.65	1.51%
<i>Single Family 50'</i>	Series 2013A-1/A-2 Debt Service	\$482.61	\$482.61	\$0.00	0.00%
	Operations/Maintenance	\$802.04	\$830.51	\$28.47	3.55%
	Total	\$1,284.65	\$1,313.12	\$28.47	2.22%
<i>Single Family 70'</i>	Series 2013A-1/A-2 Debt Service	\$587.52	\$587.52	\$0.00	0.00%
	Operations/Maintenance	\$850.07	\$895.87	\$45.80	5.39%
	Total	\$1,437.59	\$1,483.39	\$45.80	3.19%
North					
<i>Condo</i>	Series 2017 Debt Service	\$291.54	\$291.54	\$0.00	0.00%
	Operations/Maintenance	\$741.99	\$748.81	\$6.82	0.92%
	Total	\$1,033.53	\$1,040.35	\$6.82	0.66%
<i>Villa</i>	Series 2017 Debt Service	\$291.54	\$291.54	\$0.00	0.00%
	Operations/Maintenance	\$741.99	\$748.81	\$6.82	0.92%
	Total	\$1,033.53	\$1,040.35	\$6.82	0.66%
<i>Single Family 50'</i>	Series 2017 Debt Service	\$478.96	\$478.96	\$0.00	0.00%
	Operations/Maintenance	\$802.04	\$830.51	\$28.47	3.55%
	Total	\$1,281.00	\$1,309.47	\$28.47	2.22%
<i>Single Family 60'</i>	Series 2017 Debt Service	\$541.44	\$541.44	\$0.00	0.00%
	Operations/Maintenance	\$826.05	\$863.19	\$37.14	4.50%
	Total	\$1,367.49	\$1,404.63	\$37.14	2.72%
<i>Single Family 70'</i>	Series 2017 Debt Service	\$583.09	\$583.09	\$0.00	0.00%
	Operations/Maintenance	\$850.07	\$895.87	\$45.80	5.39%
	Total	\$1,433.16	\$1,478.96	\$45.80	3.20%
<i>Clubhouse</i>	Operations/Maintenance	\$1,162.30	\$1,320.70	\$158.40	13.63%
	Total	\$1,162.30	\$1,320.70	\$158.40	13.63%

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL EQUALIZED O&M BUDGET		\$1,007,720.00
COLLECTION COST @	2.0%	\$21,440.85
EARLY PAYMENT DISCOUNT @	4.0%	\$42,881.70
TOTAL EQUALIZED O&M ASSESSMENT		\$1,072,042.55

TOTAL STRATIFIED O&M BUDGET		\$225,000.00
COLLECTION COSTS @	2.0%	\$4,787.23
EARLY PAYMENT DISCOUNT @	4.0%	\$9,574.47
TOTAL STRATIFIED O&M ASSESSMENT		\$239,361.70

UNITS ASSESSED				ALLOCATION OF O&M ASSESSMENT					ALLOCATION OF STRATIFIED O&M ASSESSMENT					PER LOT ANNUAL ASSESSMENT					
LOT SIZE	O&M	SERIES 2013A-1/A-2 DEBT SERVICE ⁽¹⁾	SERIES 2017 DEBT SERVICE ⁽¹⁾	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL BUDGET	Per Unit O&M	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL BUDGET	Per Unit O&M	TOTAL O&M PER UNIT	SERIES 2013A-1 DEBT SERVICE ⁽²⁾	SERIES 2013A-2 DEBT SERVICE ⁽²⁾	SERIES 2017 DEBT SERVICE ⁽²⁾	TOTAL ⁽³⁾	
South																			
Villa	82	81	0	1.00	82.00	5.10%	\$54,702.86	\$667.11	0.50	41.00	2.80%	\$6,699.32	\$81.70	\$748.81	\$258.58	\$35.18	\$0.00	\$1,042.57	
Duplex	146	146	0	1.00	146.00	9.09%	\$97,397.77	\$667.11	0.75	109.50	7.47%	\$17,892.08	\$122.55	\$789.66	\$350.93	\$47.75	\$0.00	\$1,188.34	
SF 50'	371	369	0	1.00	371.00	23.09%	\$247,497.07	\$667.11	1.00	371.00	25.33%	\$60,620.65	\$163.40	\$830.51	\$424.81	\$57.80	\$0.00	\$1,313.12	
SF 70'	128	126	0	1.00	128.00	7.97%	\$85,389.82	\$667.11	1.40	179.20	12.23%	\$29,280.92	\$228.76	\$895.87	\$517.16	\$70.36	\$0.00	\$1,483.39	
North																			
Condo	120	0	119	1.00	120.00	7.47%	\$80,052.96	\$667.11	0.50	60.00	4.10%	\$9,803.88	\$81.70	\$748.81	\$0.00	\$0.00	\$291.54	\$1,040.35	
Villa	254	0	253	1.00	254.00	15.81%	\$169,445.43	\$667.11	0.50	127.00	8.67%	\$20,751.54	\$81.70	\$748.81	\$0.00	\$0.00	\$291.54	\$1,040.35	
SF 50'	227	0	227	1.00	227.00	14.13%	\$151,433.52	\$667.11	1.00	227.00	15.50%	\$37,091.34	\$163.40	\$830.51	\$0.00	\$0.00	\$478.96	\$1,309.47	
SF 60'	215	0	215	1.00	215.00	13.38%	\$143,428.22	\$667.11	1.20	258.00	17.61%	\$42,156.68	\$196.08	\$863.19	\$0.00	\$0.00	\$541.44	\$1,404.63	
SF 70'	63	0	63	1.00	63.00	3.92%	\$42,027.80	\$667.11	1.40	88.20	6.02%	\$14,411.70	\$228.76	\$895.87	\$0.00	\$0.00	\$583.09	\$1,478.96	
Clubhouse	1	0	0	1.00	1.00	0.06%	\$667.11	\$667.11	4.00	4.00	0.27%	\$653.59	\$653.59	\$1,320.70	\$0.00	\$0.00	\$0.00	\$1,320.70	
Total Community	1607	722	877		1607.00	100.00%	\$1,072,042.55			1464.90	100.00%	\$239,361.70							

LESS: Brevard County Collection Costs (2%) and Early Payment Discounts (4%):

(\$64,322.55)

(\$14,361.70)

Net Revenue to be Collected

\$1,007,720.00

\$225,000.00

⁽¹⁾ Reflects the number of total lots with Series 2017, Series 2013A-1 and Series 2013A-2 debt outstanding.

⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2017, Series 2013A-1 and Series 2013A-2 bond issues. Annual assessment includes principal, interest, Brevard County collection costs and early payment discounts.

⁽³⁾ Annual assessment that will appear on November 2025 Brevard County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Streetlights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

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Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

TAB 14

RESOLUTION 2026-05

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

WHEREAS, the Heritage Isle at Viera Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt Rules of Procedure on _____, 2026, at _____ .m., at _____.

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

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

PASSED AND ADOPTED this 26th day of May 2026.

ATTEST:

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**RULES OF PROCEDURE
HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-01**

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

- (1) The Heritage Isle at Viera 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 (813) 933-5571. 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) Variations and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, 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 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 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.