



Rizzetta & Company

Heritage Isle at Viera Community Development District

**Board of Supervisors
Meeting
July 21, 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.

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 (407) 472-2471. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

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

July 14, 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 **July 21, 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
 - 1. June 2026 CDD Landscape ReportTab 1
 - 2. June 2026 Joint Landscape Committee ReportTab 2
 - 3. July 2026 Joint Landscape Committee ReportTab 3
- B. Juniper Community Updates
- C. Field Service Updates
 - 1. Consideration of Landscape RFP ScheduleTab 4
- D. TIGRIS

4. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. District ManagerTab 5
 - 1. Q2 Website Audit Review

5. BUSINESS ADMINISTRATION

- A. Consideration of the Minutes of the Board of Supervisors Meeting Held on May 26, 2026 (Under Separate Cover)
- B. Ratification of Operation and Maintenance Expenditures for April & May 2026.....Tab 6

6. BUSINESS ITEMS

- A. Ratification of District ItemsTab 7
 - 1. Juniper
 - a. Annual Mulch Proposal
 - b. 4 Valve Replacement Phase 7
 - c. Clock 2 Replacement
 - 2. Druse Landscaping - Plant & Mulch Installation
 - 3. Hoover Pumping Systems – Filter Disc Cleaning
- B. Public Hearing on Fiscal Year 2026/2027 Final Budget
 - 1. Consideration of Resolution 2026-06, Adopting FY 26-27 Final BudgetTab 8
- C. Public Hearing on Fiscal Year 2026/2027 Special Assessments
 - 1. Consideration of Resolution 2026-07, Imposing Special AssessmentsTab 9
- D. Public Hearing on Revised Rules of Procedure
 - 1. Consideration of Resolution 2026-08, Adopting Revised Rules of ProcedureTab 10

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

June 2026 CDD landscape report

General Landscaping

As you know via the June 2026 Joint Landscape Committee (JLC) report, Juniper's overall performance was less than satisfactory as of 10 June 2026. Within a 3 week period, they struggled with meeting the scheduled landscape services across the board. This lack of satisfactory performance affected the home owner lots, clubhouse and CDD common areas.

As a result of the degradation of landscape services, Juniper is now on a (90day) Performance improvement Plan (PIP). Juniper will be providing a performance progress report by close of business each Thursday to myself and Leland mgt, followed with a weekly meeting each Monday morning to go over the progress as Juniper regains control of the landscape services. This meeting is attended by Juniper leadership, Leland mgt and myself.

The JLC 10 June 2026 report provides more detail with the performance assessment and areas that need improvement. It's amazing how fast the performance dropped. I chalk it up to, complacency, inadequate supervision and lack of quality assurance. At the meeting, they were informed that their performance level dropped from an 8 in May down to a 4 in June 2026. Our Metrics chart identified areas in the red, these areas were, weeding and trees.

Weeds are the #1 problem. Commencing 29 June 2026, Juniper will be conducting a weed mitigation blitz with comprehensive spraying all bed weeds throughout HI. Then a week later will be manually cleaning out the dead weeds. This should help with weed mitigation. And get caught up with weed control.

They have to turn this around. As such, they are augmenting their work force with additional personnel to mitigate the weed growth throughout Heritage Isle. And complete the mow schedule for this week to get caught up. Additional personnel will assist with robeline pruning in conjunction with the detail.

For the common areas, I am working with Juniper leadership directly to refocus attention and supervision on Legacy blvd and the parks. As of this report, we have a punch list of items currently being addressed. Many of these items are attention to detail related. I expect them to take this serious as we move forward.

They will be focusing on the following over the next few weeks:

- weed mitigation
- shrub pruning
- hardwood tree limb pruning
- Crepe Myrtle pencil pruning
- bed definition improvement

June 2026 CDD landscape report

- complete front entrance refresh
- ensure common area mow schedule is synchronized with the home owner lots

Irrigation

For the common areas, we have no irrigation drops in the parks, Legacy and pond banks. The irrigation team has been doing an excellent job with our irrigation wet checks and maintenance requirements.

Irrigation control system overhaul

DVI recently completed the irrigation control system overhaul in phase 1. We learned that doing this work is more difficult during the wet season. Our soil in phase 1 is more clay based. When wet, the soil compacts and makes it more difficult for the horizontal drilling to install the conduit. This slowed the process down and caused some damage to some existing irrigation pipes and pavers. A final inspection is underway to ensure any damaged pavers are repaired expeditiously. Otherwise the system is fully operational.

The next phase to receive the irrigation control system overhaul will be phase 2. Due to the soil compaction. It is recommended that this project only be done during the dry season, which is late fall. We will be asking DVI for his proposal so HIDA can budget accordingly. I estimate the HIDA cost will be around \$175K. The CDD cost will be around \$32K which will include a new controller. We have funding in the FY26-27 budget to cover the costs.

Enhancements

The corners on Ingerson and Sansome are scheduled to be refreshed by Chris Druse on 5 July 2026. Upon completion, all bullnoses on Legacy blvd will have been completed.

Park 1 Pergola will be refreshed with Gardenias . All the Ixora plants perished from the freeze. Gardenias are frost tolerant and will be nice accent plants for those beds around the Pergola.

(Scheduled 7 July 2026)

Park 5 berm will be refreshed with a small row of trinnettes and the back gate median which has no plantings will be refreshed with blues your mind blue daze perennials (scheduled 7 July 2026).

Thank you!

June 2026 CDD landscape report

Ken Walter

TAB 2

JLC REPORT – JUNE 2026

The Joint Landscape Committee held its monthly meeting on 10 June 2026. We had 6 committee members present which met quorum requirements.

Bottom Line Up Front (BLUF), since May 2026, Juniper has been struggling to maintain our properties in a satisfactory condition. It's amazing how the performance degraded in such a short period of time.

Property values are extremely important to our homeowners, and maintaining strong curb appeal is essential. In addition, landscape and irrigation expenses account for approximately 60% of our annual assessments. As a result, we have a significant vested interest in the quality, effectiveness, and overall performance of our landscaping contractor.

In May 2026, Juniper's performance was considered satisfactory, landscape service schedules were being met with minimal complaints. As a performance grade, they were at an 8 level out of 10, which was very good and no service categories were rated in the red, indicating that all contracted services were being performed at acceptable or better levels.

As of June 2026, they have plummeted to a performance level of 3-4 out of 10. This sharp decrease in service quality is unacceptable. Why the drop in performance? According to the Juniper General Manager, the root cause problem is personnel related. More specifically, issues have been identified with staffing levels, the quality and experience of personnel assigned to our property, onsite supervision, and overall quality assurance processes. Juniper has acknowledged these deficiencies and accepted responsibility for correcting them. They are committed to addressing the staffing and management issues, improving oversight, and implementing the necessary quality control measures to restore landscape services to an acceptable standard. We expect Juniper to take immediate and effective action to bring performance back under control and achieve satisfactory results across all service areas.

One of their biggest problems has been the lack of adequate supervision and quality assuring the daily work.

Here are some examples of poor performance:

General Landscaping

Mowing-

- (1) Lack of adequate notification to management when the scheduled services on the calendar changes. Recently these changes were provided too late to inform the community via e-blast
- (2) Mowing caused excessive clumped clippings and not removed
- (3) Blowing clippings into the beds causing a mess
- (4) Missed blowing sidewalks

Palm tree pruning - as previously addressed, Juniper hired a company called DWC Outdoors to perform the tall palm tree pruning and at the same time they also took on additional responsibilities to prune the frost damaged foxtails and the pruning of viable Xmas palms and the flush cutting of the dead Xmas palms. Juniper was in charge of this process, not DWC. Juniper prepared an inventory of palms that were missed and didn't follow-up with DWC by checking to see that all the work was completed. Since this was not checked by Juniper, we still have at least 80+ palm trees requiring the pruning and flush cutting as appropriate. This is totally unacceptable. Leland is working with Juniper to complete this project.

Weeds - we have weeds growing at an exponential rate. This includes all properties, homeowner lots, clubhouse and CDD common areas. The detail crews are way behind with the treatment and removal of the weeds. Quality assurance is non-existent.

Front entrance refresh - the CDD approved the required refresh on the median bed at the entrance and the bed behind the guardhouse on 10 May 2026. The original plants were destroyed by the frost. To date the project is 50% complete awaiting plants. This type of project requires all plants to be available before installation occurs due to the high visibility location. That location should never be a work in process. This was the result of management not properly sourcing all the refresh plants ahead of time.

360 property coverage - Due to inadequate supervision and insufficient quality assurance measures, many homeowner lots are not receiving the comprehensive 360-degree landscape services required under the maintenance program. During scheduled detail cycles, shrubs are frequently not being properly pruned, and landscape beds are not receiving the necessary detailing and maintenance. These service deficiencies have resulted in inconsistent property appearance throughout the community and have contributed significantly to the decline in overall landscape performance. Moving forward, increased supervision, accountability, and quality control are essential to ensure all homeowner lots receive the full scope of contracted services during each maintenance cycle.

Low hanging limbs/ limbs touching homes- the requirements for hardwood limbs is no lower than 8ft over sidewalks and 15ft over Legacy blvd. These services are not being accomplished during the detail process.

Clubhouse landscaping services - there is a number of enhancement proposals approved by the HIDA Board that have not been acted upon by Juniper in a timely manner. This is very disappointing that these maintenance requirements have not been accomplished.

There has been no weekly walk thrus with Juniper in over a month causing additional frustration.

The clubhouse landscaping is critical especially to our homeowners, visitors and family members. This needs to be addressed by Juniper as soon as possible to get the clubhouse property looking like the Jewel of our community!

Work Orders- in some cases, work orders are being closed out before the work is completed. This process is being reviewed by both Juniper and Leland to ensure that all work orders are vetted as complete before they are closed in the system.

The aforementioned areas of concern and deficiencies are directly related to poor management and supervision. This was discussed at length during the meeting. In order to provide an assessment of performance, we provide a scorecard each month with grades of GREEN, YELLOW, RED. These indicate level of performance for each landscape service activity. GREEN = satisfactory, YELLOW= minimal satisfactory, RED= unsatisfactory. Any grade of RED typically will require an invoice reduction for the month. Attachment (A) provides the scorecard assessment for general landscaping.

Irrigation

At the time of this meeting, we had no drops in service across our properties and no timers deployed. The 45 day inspection cycle is on schedule. The 45 day inspection cycle allows us to identify any irrigation operational problems a lot sooner!

In phase 2 we have a controller that is nearing inoperable condition due to age. Luckily we have a spare controller that can be used as a temporary replacement. At some point, we will need to permanently replace it with a current ACC2 model. More to follow.

Phase 1 irrigation control system overhaul- DVI completed the overhaul. Irrigation is now fully operational in phase 1 thou they were confronted with soil issues and drilling challenges, they did a great job.

Attachment (B) provides the scorecard for irrigation which is green across the board!

The way ahead

Juniper has been put under an official Performance improvement Plan (PIP). The first 60 days are critical in getting Juniper back to a satisfactory level of performance. We need Juniper to make a significant turn-around in a short period of time to be successful.

Special thanks to Brittany for preparing the PIP. She did a great job! BZ. Now we have a document that paves the way for Juniper to refocus and get their performance back to satisfactory levels.

Thanks!

Ken Walter, Chair JLC

ATTACHMENT A

GENERAL LANDSCAPE MAINTENANCE

Date: __June 10, 2026_____

	Mowing	Edging	Trees	Shrubs	Crack Weeds	Weeds	Fertilization /Herbicide	Robellini's	Detailing FRONT	Detailing SIDE	Detailing BACK
Homeowner Lots											
Clubhouse											
CDD common areas								N/A	N/A	N/A	N/A

KEY

Green - Normal	
Light Green -- 85%	
Yellow - Minor	
Red - Problem & will need Action	

ATTACHMENT B

IRRIGATION

Date: June 10, 2026

	Wetchecks	Timers	Regular Maintenance	Outage	Community Communication
Homeowner Lots					
Clubhouse					
CDD common areas					

KEY

Green - Normal	
Yellow - Minor	
Red - Problem & will need Action	

PERFORMANCE IMPROVEMENT PLAN

Vendor: Juniper Landscaping

Community: Heritage Isle District Association

Issued By: Brittany Robberecht, General Manager

Date Issued: 6/10/2026

Review Period: 90 Days

PURPOSE

The purpose of this Performance Improvement Plan is to address ongoing deficiencies in communication, operational execution, work order management, landscape maintenance, and clubhouse support services. Immediate improvement is required to meet the service standards expected by Heritage Isle District Association and Leland Management.

1. PERFORMANCE EXPECTATIONS & CORRECTIVE ACTIONS

Area of Concern	Performance Deficiency	Required Corrective Action	Accountability	Due Date
Communication	Emails and text messages are not being responded to in a timely manner. Excessive follow-up is required by management.	Branch Manager will conduct weekly meetings with Leland Management for the first 30 days and bi-weekly thereafter. Account Manager will provide daily communication regarding active issues and a detailed weekly report every Thursday by 5:00 PM outlining completed work, work in progress, outstanding items, reasons for delays, and corrective action plans for HOA, CDD and Clubhouse	Bill, Jeff, Josh	Immediate

Work Orders	Excessive number of work orders exceeding the 10-business-day completion standard. Work orders are being closed without verification. Insufficient information is being provided to homeowners.	No work order may be closed without physical inspection by the Work Order Manager. Photos of completed work must be uploaded before closure. Work Order Manager must utilize a tablet or mobile device to document and close work orders in the field. Detailed homeowner responses are required on all work orders. Immediate correction of Customer Service submission issues is required.	Bill, Jeff	Immediate
Debris Removal	Multiple homes are missing during twice-weekly debris collection. Management is spending excessive time following up.	Conduct complete community-wide debris inspections and collections twice per week. Implement verification procedures to ensure no homes are missed. Door hangers must be left when debris is not collected, identifying the reason for non-collection.	Bill / Production Team	Immediate
Plant Bed Detailing	Beds are being left incomplete with debris remaining and plant material being missed.	Implement a 360-degree quality inspection after all detailing services. Verify all beds are cleaned and completed before crews leave the area.	Bill/Production Team	Immediate
Mowing Quality	Uneven mowing and incomplete mowing cycles	Entire phases must be completed during the	Bill / Production Team	Immediate

	throughout phases. Grass clippings are left behind or blown into inappropriate areas.	same service cycle. Common areas may not be completed while homeowner lots remain unfinished. Remove grass clumps and ensure clippings are not blown into beds, sidewalks, driveways, pavers, or screened patios. Conduct a 360-degree inspection following service.		
Edging	Hard edging and soft edging are not consistently being completed. Numerous homes are being missed.	Hard edging must be completed every mow. Soft edging must be completed every other mow. Conduct post-360 service inspections to verify completion.	Bill / Production Team	Immediate
Tree Project	Tree punch list remains unresolved and may be incomplete.	Review and validate management's tree punch list within 10 days. Complete all removals within 30 days and all trimming within 60 days. If a storm event threatens the area, all outstanding tree work must be expedited and completed prior to impact.	Jeff / Josh	10, 30 & 60 Days
Monthly Clubhouse Walks	Insufficient participation and follow-up from Juniper representatives.	Schedule monthly property walks. Account Manager must attend, arrive on time, document findings, and provide follow-up status updates until completion.	Bill	Immediate

Enhancement Projects	Approved enhancements remain incomplete.	Complete all approved enhancement projects within 45 days of issuance of this PIP.	Bill / Jeff	45 Days
Clubhouse Bathrooms	Staff are leaving bathrooms in unacceptable condition. Quarterly cleaning reimbursement has not been received.	Reinforce expectations with all employees regarding clubhouse use. Bathrooms must be left clean after each use. Investigate and remit quarterly \$250 cleaning reimbursements owed to Heritage Isle.	Jeff / Josh	Immediate/15 Days for reimbursement

2. PERFORMANCE MONITORING

The following monitoring procedures will be implemented:

Weekly Meetings (First 30 Days)

- Branch Manager and Account Manager attendance required.
- Review open action items.
- Review work order metrics.
- Review homeowner complaints.
- Review service quality concerns.

Bi-Weekly Meetings (After 30 Days)

- Continue performance reviews.
- Evaluate progress toward compliance.
- Review recurring deficiencies.

Weekly Reporting Requirements

Every Thursday by 5:00 PM, Bill will provide a written report including:

- Services completed.
- Services are currently in progress.
- Outstanding issues.
- Delayed items and explanation.
- Corrective actions being implemented.
- Expected completion dates.

3. SUCCESS CRITERIA

Juniper will be considered successfully compliant with this PIP when:

- Communication standards are consistently met.
- Work orders are completed and documented properly within contractual timeframe.
- Debris collection deficiencies are eliminated.
- Landscape quality standards are consistently achieved.
- Tree project deadlines are met.
- Enhancement projects are completed within established timelines.
- Monthly inspections and follow-up processes are functioning effectively.
- Clubhouse concerns are resolved.

Failure to demonstrate immediate and sustained improvement may result in further contractual review and corrective action by Heritage Isle District Association. Notwithstanding above Leland Management expects to see immediate improvement in majority of deficiencies.

ACKNOWLEDGMENT

By signing below, the parties acknowledge receipt and review of this Performance Improvement Plan.

Bill Fisher – Account Manager

Signature: _____

Date: _____

Jeffery Vance – Branch Manager

Signature: _____

Date: _____

Josh Burton – Branch Manager

Signature: _____

Date: _____

TAB 3

JLC REPORT – JULY 2026

Bottom Line Up Front- Juniper is making strides to improve their landscaping performance. Their goal is to get caught up by the end of July 2026.

As a reminder, Juniper's performance last month was a struggle and we experienced a noticeable degradation of services across the board. The June report highlighted the areas where Juniper has been unable to keep up with the calendar and the landscape demands. As a result, they were put on a 90 day performance improvement plan(PIP). The Juniper account manager subsequently resigned.

The branch manager (Jeff Vance) has assumed the account manager responsibilities and is focused on regaining the landscape maintenance performance across the board. His approach is twofold.

1. He is bringing additional personnel on board to get caught up with the weeding, detail, tree pruning and mow crew.
2. Ensure that the regular scheduled maintenance is delivered as advertised.

Communication has improved. Each week, Juniper provides a performance report detailing work completed on homeowner properties, the clubhouse, and CDD common areas. The following Monday, management meets with Juniper to review the report, discuss any issues or concerns, and address changes to the upcoming service schedule. The following are the key highlights and action items discussed during the JLC meeting:

Weed control has been identified as the #1 highest priority. Juniper has already taken corrective action by assigning additional personnel dedicated specifically to weed mitigation. Their efforts include both herbicide applications and the removal of dead weeds. In addition, Juniper is expanding its quality control team to monitor the effectiveness of the weed blitzes and ensure work is completed to standard during scheduled detail services.

Mowing operations are getting back on track. We experienced a decline in mowing quality, particularly on properties east of Legacy Boulevard. Juniper has assigned a new mowing crew to service these areas, with the expectation of improving the consistency and quality of the cuts. In addition, crews will ensure that any grass clippings or clumps are thoroughly blown off lawns and hard surfaces, leaving each property with a clean, well-maintained appearance following mowing services.

The mow schedule will remain as is. The weekly mowing will commence at the north end of the property and proceed south. One of the reasons for the change aligns better with the irrigation schedules. In other words, they will not be mowing in the phase the day after irrigation is delivered. This does not apply to either the clubhouse or Legacy Blvd which have separate irrigation schedules.

Tree Project - The removal of dead palms continues, with trees being flush cut and removed as scheduled. Juniper has also assigned a dedicated tree-trimming crew to focus on Robellini palm pruning. This work is being completed as a separate initiative from the regular landscape detail cycles and is following a planned route throughout the community. In addition, the crew will be performing hardwood tree pruning to maintain appropriate clearances, ensuring that branches are no lower than 8 feet above sidewalks and 15 feet above Legacy Boulevard.

Detail - One of the consistent complaints has to do with the tight edging near the down spouts. They will be using a chemical treatment in these areas. This will also mitigate damage to bottom of the down spouts. The detail crews will now be inspected by quality control personnel.

Enhancements - Juniper struggles with enhancement work. It takes too long from start to finish. As an example, the front gate median is still not completed. We are waiting for the mulch. More to follow.

Work Orders - As of this report, Juniper had 60 work orders aged over 10 days.

Irrigation

We recently had a lightning strike on Legacy Blvd that hit controller #2 which cannot be repaired, requiring replacement. Controller #2 services Legacy Blvd from the circle to the north gate. The replacement controller has been ordered and we expect it to be operational during the week of 13 July 2026. In the mean time irrigation is being delivered with the mobile timers.

Overall, our turf condition throughout HI looks great!

Phase 2 irrigation control system overhaul. One of the challenges we experienced with phase 1 had to do with the soil. During the rainy season, the soil gets hard causing additional challenges with the horizontal drilling. As such, it is recommended that this project be scheduled during the dry season.

Matrix Grading Summary / General Landscaping attachment A

GENERAL LANDSCAPE MAINTENANCE

Date: July 10, 2026

	Mowing	Edging	Trees	Shrubs	Crack Weeds	Weeds	Fertilization /Herbicide	Robellini's	Detailing FRONT	Detailing SIDE	Detailing BACK	Work Orders
Homeowner Lots												
Clubhouse												
CDD common areas								N/A	N/A	N/A	N/A	N/A
SS												
Green - Normal												
Light Green -- 85%												
Yellow - Minor												
Red - Problem & will need Action												
Orange - Problem - Juniper actively addressing												

Homeowner lots- the trees and weeds continue in the red with a slight improvement with the crack weeds. They have bulked up their manpower focusing on these areas. The 360 detail services are now being quality assured and mowing is getting back on track.

Clubhouse - Significant improvements have been observed in the clubhouse landscape areas. Mowing quality has improved, shrub pruning is being addressed, and progress continues with crack weed removal and overall weed mitigation efforts. In addition, 360-degree detail services are now being performed in a satisfactory manner, resulting in a more consistent and well-maintained appearance throughout the clubhouse grounds.

CDD common areas- mowing has improved. Juniper is ensuring that the CDD common area in the phases is synchronized with the homeowner lots and trimming down to the waters edge needs improvement. Legacy Blvd is considered independent from the homeowner lots and has its own schedule plus the common area adjacent to Wickham Rd. Weed mitigation is underway.

Tree pruning has improved with the pencil pruning of the crepe Myrtles on Legacy Blvd. The jungle walk behind Galindo received a hard pruning of the over grown birds of paradise. They did a great job. With the new tree crew, they will be trimming back the hardwoods as necessary.

Weeds in the parks are being addressed as the detail crews work the phases.

Other CDD work

The bull noses at the corners of Ingerson, Sansome and Legacy Blvd will be completed during the week of 13 July 2026 with the installation of the sod. This area looks great and has no line of sight issues.

Frost Recovery Plantings - We had some small plantings taken place.

1. Park 1 adjacent to the pergola, gardenias were installed in the beds to replace the Ixoras which perished from the frost. Gardenias are frost tolerant and adds a nice surrounding for the pergola area.
2. Park 5 – we installed some trinnettes, which are frost tolerant, at the base of the berm which replaced the dead Ixoras.
3. North Gate – we installed some “society garlic” and “blue my mind” perennials which are frost tolerant

Matrix Grading Summary/ Irrigation attachment B

ATTACHMENT B

IRRIGATION - Date: July 10, 2026						
	Wetchecks	Timers	Regular Maintenance	Outage	Community Communication	Work Orders
Homeowner Lots						
Clubhouse						
CDD common areas						N/A
KEY						
Green - Normal						
Light Green -- 85%						
Yellow - Minor						
Red - Problem & will need Action						
Orange - Problem - Juniper actively addressing						

Homeowner lots- green

Clubhouse- green

Common area- green

We have no drops with one timer on a homeowner lot awaiting repair. Legacy Blvd has timers deployed awaiting the new controller which should be installed during the week of 13 July 2026.

Overall perspective - We need to continue monitoring Juniper to get caught up with the landscape services and get on a consistent regular schedule. They are working very hard under the 90 day PIP and are gradually improving. As mentioned earlier, Juniper has informed us that they should be caught up by the end of this month.

Thanks!
Ken Walter
JLC Chair

TAB 4

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT

Prepared by:

Rizzetta & Company, Inc.
8529 South Park Circle, Suite 300
Orlando, Fl. 32819

May 2026

TABLE OF CONTENTS

Public Notice	
Instructions to Proposers	
Evaluation Criteria	
Affidavit Regarding Proposal	
Proposal Form	
i. General Information	
ii. Personnel and Equipment	
iii. Experience	
iv. Pricing	
Sworn Statement Regarding Public Entity Crimes	
Sworn Statement Regarding Scrutinized Companies	
Form of Landscape Maintenance Services Agreement	
Exhibit A – Scope of Services	
Exhibit B (will include Proposal Form Part IV)	
Exhibit C – Other Forms	
Form of Daily Work Journal	
Form of Pest Management Report	
Irrigation Repair Request	
Exhibit D – Maintenance Map Exhibit	

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT
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 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 Wednesday, September 9, 2026 at the office of Rizzetta & Co., Inc. 58529 South Park Circle, Suite 300 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 Community Asset Manager shall be the contact person regarding the Project Manual. John R. Toborg can be reached by email at jtoborg@rizzetta.com or via phone at (813) 933-5571 with a cc: to Matthew Mironchik, mmironchik@rizzetta.com.

There will be a Mandatory Pre-Proposal Meeting on Thursday, September 24, 2026, at 1:30 p.m. (EST) at the Heritage Isle Club 6800 Legacy Blvd Viera, FL 32940. Failure to attend the entire meeting will preclude the District’s consideration of a proposal submitted by a non-attending proposer. The doors will close at 1:30 p.m. 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 58529 South Park Circle, Suite 300, Orlando, Florida 32819 until Wednesday, September 16, 2026, at 12:00 p.m. (EST).

The District is a special-purpose unit of local government 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) be authorized to do business in Florida and hold all required state and federal licenses in good standing, (ii) have at least five (5) years of experience with landscape maintenance projects of similar nature and size, with verifiable references on those projects, (iii) must submit total price for the initial term of one year (Jan. 1, 2027 – Dec. 31, 2027) along with an option for two (2) one (1) calendar year renewals with price (2028 & 2029), (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, and (v) be fully licensed and insured.

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, and the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, in accordance with the District's Rules of Procedure, within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the issuance of the Project Manual, 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, FL 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 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 at a meeting anticipated to be held on Tuesday, October 27, 2026, at 10:30 a.m. (EST) at the Heritage Isle Club 6800 Legacy Blvd Viera, FL 32940. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion, it is in the best interest of the District to do so. The meeting is hereby publicly advertised. Any and all questions relative to this project shall be directed in writing, by e-mail only, to John R. Toborg at jtoborg@rizzetta.com, and Matthew Mironchik at mmironchik@rizzetta.com no later than Wednesday, September 30, 2026, by 4:00 p.m. (EST). Answers will be provided to all eligible proposers by Friday, October 2, 2026, 5:00 p.m. (EST).

A District meeting to open the proposals will be held Tuesday, October 13, 2026, at 1:00 p.m. (EST), at the office of Rizzetta & Co., Inc. 58529 South Park Circle, Suite 300 Orlando, Florida 32819. Firms desiring to provide services for this project must submit one (1) hard copy original and one (1) digital copy, in the form of a flash drive, of the required proposal no later than Tuesday, October 13, 2026, 2:00 p.m. (EST), at the office of Rizzetta & Co., Inc. 58529 South Park Circle, Suite 300, Orlando, Florida 32819, Attention: John R. Toborg. 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 a public meeting at the time, date and location 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 proposals. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (813) 933-5571 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 these

meetings may be obtained from the District Manager, Rizzetta & Co., Inc., via email at info@rizzetta.com or by calling (813) 933-5571. 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
Mr. Brian Mendes, District Manager (bmendes@rizzetta.com)

Publication Date: Wednesday, September 2, 2026

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services Brevard County, Florida

Instructions to Proposers

1. **DUE DATE.** Sealed proposals (“**Proposals**”) must be received by interested parties (“**Proposer**”) no later than July 7, 2026 5 p.m. at the Orlando offices of Rizzetta & Co., Inc., 8529 South Park Circle, Suite 300 Orlando, Florida 32819, Attention: Matthew Mironchik and Brian Mendes. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
TBD	RFP Notice is issued.
TBD	RFP package available for download.
TBD	Site inspections available.
TBD	Pre-proposal conference.
TBD	Deadline for questions.
TBD	Proposals submittal deadline.

3. **MANDATORY PRE-PROPOSAL MEETING.** There will be a mandatory pre-proposal meeting beginning at **TBD**, and located at Heritage Isle Club 6800 Legacy Blvd Viera, FL 32940. Proposers who do not attend the pre-proposal meeting will not be eligible to submit a proposal.

4. **SIGNATURE ON PROPOSAL.** Each 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.

5. **PROPOSAL GUARANTEE.** Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier’s check in the amount of ten-thousand dollars (\$10,000.00) with its Proposal (“**Proposal Guarantee**”). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed 90 days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. **FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation

systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an “as is” condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

7. 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 as well as the District’s operating rules and procedures. Ignorance 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.

8. PROJECT MANUAL. The “Project Manual,” and any addenda thereto, will be available on the District’s website at www.heritageisleatvieracdd.org. Proposers shall download a Project Manual prior to the mandatory pre-proposal meeting.

9. 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 at the sole and absolute discretion of the District. 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.

10. 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.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Matthew Mironchik at mmironchik@rizzetta.com, Brian Mendes at BMendes@rizzetta.com, and Wesley Haber at Wesley.Haber@kutakrock.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after **TBD** will not be answered. Answers to all questions will be provided to all Proposers by e-mail and posted on the District’s website at www.heritageisleatvieracdd.org. 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.

12. SUBMISSION OF PROPOSAL. Submit one (1) original, one (1) hard copies & one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which 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 & Irrigation Maintenance) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

13. 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.

14. 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. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including 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.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).

- 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 a name, address and phone number of a contact person.
- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

16. 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 officers, employees and agents 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.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

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

19. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded.

The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; and (4) attend the mandatory pre-proposal meeting. All other requirements set forth in the Project Manual shall be deemed “permissive,” in that a Proposer’s failure to meet any requirement described in mandatory terms such as “shall,” “will,” “mandatory,” or similar language does not automatically disqualify the Proposer’s Proposal, but instead in the Board’s discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. 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 agreement form, provided herein.

22. 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.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the Florida Statutes will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer’s facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District’s best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. 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.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the day of the mandatory pre-proposal meeting, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **8529 South Park Circle, Suite 300, Orlando, Florida 32819, ATTN: Matthew Mironchik and Brian Mendes, District Manager**. 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 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 relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 1% of the anticipated total contract award (including the initial one year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of Fifty Thousand Dollars (\$50,000.00). 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 that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (____ Points Awarded)

This category addresses the following criteria: 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; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (20 Points Possible) (____ Points Awarded)

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (____ Points Awarded)

This category addresses the following issues: 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 pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). **AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS.** All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid 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 25 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 (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor "B" will receive 19.81 of 25 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 (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor "C" will receive 12.35 of 25 points.

6. **Reasonableness of ALL Numbers (15 Points Possible)** (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6 as well as unit costs from the additional schedules.

Proposer's Total Score

(100 Points Possible) (____ Points Awarded)

END

AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Heritage Isle at Viera Community Development District’s (“District”) request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of _____ the _____ following _____ Addendum _____ No.’s: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the mandatory pre-proposal meeting, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify

the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 2026.

Proposer:

By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

PROPOSAL FORM
PART I – GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability \$ _____

Automobile Liability \$ _____

Workers Compensation \$ _____

Expiration Date _____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PROPOSAL FORM

PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

_____ Supervisors, who will be onsite ____ days per week;
_____ Technical personnel, who will be onsite ____ days per ____; and
_____ Laborers, who will be onsite ____ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ____ No ____ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: _____%

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: _____

DATE: _____

Provide the following information for key officers of the Proposer and parent company, if any.

[illegible]

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: _____

DATE: _____

[illegible]

**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: _____

DATE: _____

[illegible]

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously? Yes ___ No ___ If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:*

2025 = _____

2024 = _____

2023 = _____

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project Name/Location: _____

Contact: _____ Contact Phone: _____ Project

Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ____ No ____*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ____ No ____

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?
Yes ____ No ____ If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

PART IV PRICING

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

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:

PART 1

General Landscape Maintenance

\$ _____ Yr

- Storm Cleanup \$_____/hr
- Freeze Protection (description of ability) _____
- _____
- _____
- \$_____/application (**Contractor to identify those plants susceptible to freeze and estimate cost to cover per application**)
- Hand Watering
- \$_____/hr for employee with hand-held hose
- \$_____/hr for water truck/tanker

These prices are informational only and NOT to be included in General Landscape Maintenance Cost

PART 2

Fertilization (All labor and materials)

\$ _____ Yr

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

[illegible]

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

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

CELEBRATION BERMUDA (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 (1.5 LBS. /100 SF PALM CANOPY)	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	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapees, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)

\$ _____ Yr
(If entire 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
(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 per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)

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

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ _____ / Yr

Top Choice application will be performed at the sole discretion of the District's BOS
(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.)

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. This should be provided on a separate spreadsheet.

PART 5

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

_____ CY Grade "A" Medium Pine Bark Mulch per specs for the first top-dressing at
\$ _____/CY (June Application)

And

_____ CY Grade "A" Medium Pine Bark Mulch per specs for the second top-dressing at
\$ _____/CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch \$ _____/Yr
(This is the total cost if both topdressings are performed - do not include in Grand Total)**

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

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

PART 6

Annual Installation (All labor and materials)

Contractor shall install 1,980 (4") annuals four (4) times per year **per specs** at the direction of the District at
\$ _____/annual.

\$ _____/rotation

\$ _____/Yr (based on four (4) rotations) **(Do not include in Grand Total)**

The District reserves the right to subcontract any annual installation to an outside vendor

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

\$ _____/Yr

FIRST ANNUAL RENEWAL	\$ _____/Yr*
SECOND ANNUAL RENEWAL	\$ _____/Yr*
THIRD ANNUAL RENEWAL	\$ _____/Yr*

***Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$_____Hour
B.	Bush-Hog w/operator	\$_____Hour
C.	Tractor w/operator	\$_____Hour
D.	Supervisor with Transportation	\$_____Hour
E.	Laborer with hand equipment	\$_____Hour
F.	Truck w/driver	\$_____Hour
G.	Irrigation Tech	\$_____Hour
H.	Granular Pesticide Applicator	
	Person with Drop Spreader	\$_____Hour
I.	Liquid Pesticide Applicator	
	Person with Spray Truck	\$_____Hour
J.	Granular Fertilizer Applicator	
	Person with Drop Applicator	\$_____Hour
K.	Liquid Fertilizer Applicator	
	Person with Spray Truck	\$_____Hour
L.	Granular Weed Control Applicator	
	Person with Drop Applicator	\$_____Hour
M.	Liquid Weed Control Applicator	
	Person with Spray Truck	\$_____Hour
N.	Laborer for Additional Trash Pick-Up	\$_____Hour
O.	Lump Sum Mowing (¹), entire community	\$_____Per Mow

¹ Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

_____	\$ _____ per Hour
_____	\$ _____ per Hour
_____	\$ _____ per Hour

B. Debris removal equipment unit costs:

_____	\$ _____ per Hour
_____	\$ _____ per Hour
_____	\$ _____ per Hour

C. Other emergency/disaster related unit costs:

_____	\$ _____ per Hour
_____	\$ _____ per Hour
_____	\$ _____ per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of _____ (“Proposer”) and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 2026.

Proposer: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn and subscribed before me this ____ day of _____, 2026, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

**HERITAGE ISLE at VIERA COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
Landscape and Irrigation Maintenance Services**

**SWORN STATEMENT PURSUANT TO CHAPTER 287, *FLORIDA STATUTES*, ON INTEGRITY OF PUBLIC
CONTRACTING AND PURCHASING**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Heritage Isle at Viera Community Development District ("District")
(print name of the public entity)

by _____
(print individual's name and title)

for (Proposer) _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I have read and am familiar with Chapter 287, *Florida Statutes*, and specifically including the following Sections of the Florida Statutes ("Public Integrity Laws"):
- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
 - b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
 - c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
 - d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
 - e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*
3. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
4. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for [_____] Services Project ("Project") and the contract to be executed in connection with the Project.

5. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

(☐) Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

(☐) The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this second statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

6. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract. By executing this Affidavit, Proposer agrees that any renewal or extension of the awarded contract shall be deemed a recertification of the statements contained herein.

[Signature page follows]

IT SHALL BE THE RESPONSIBILITY OF THE PROPOSER EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE MEET ANY OF THE PROHIBITED CRITERIA. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER MEETS ANY OF THE PROHIBITED CRITERIA, THE PROPOSER SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO DOES NOT MEET ANY OF THE PROHIBITED CRITERIA. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPOSER.

The foregoing SWORN STATEMENT is dated this _____ day of _____, 2026.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

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

Heritage Isle at Viera Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Brevard County, Florida, and having offices at c/o Rizzetta & Company, Inc., 8529 South Park Circle, Suite 300, Orlando, Florida 32819 (“District”); and

_____, a _____, whose address is _____
_____ (the “Contractor,” and collectively with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a “Project Manual,” and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** (“Work”). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that

apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives 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. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Brian Mendes and Matthew Mironchik, both of Rizzetta & Company, Inc., to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then prior to the date of the next inspection. If the Contractor does not respond or take action within the specified times, and in addition to any rights under Section 18 or otherwise herein, the

District shall have the rights to withhold some or all of the Contractor's payments under this Agreement, and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin _____, 2026 and end _____, 2027 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed on the same terms up to three times on an annual basis, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor _____ (\$_____) per year, in monthly amounts of _____ (\$_____). Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form – Part IV – Pricing ("Contract Amount"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt

Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. **INSURANCE.**

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - ii. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
 - iii. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
 - iv. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.

- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. 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's obtaining the required insurance.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. 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.

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year

after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall 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 act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs,

executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

22. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

23. **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.

24. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

25. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

26. **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 both the District and the Contractor.

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

28. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder (“Notice”) shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Heritage Isle at Viera CDD
8529 South Park Circle, Suite 300
Orlando, Florida 32819
Attn: Brian Mendes

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

B. If to Contractor: _____

Attn: _____

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 the Contractor may deliver Notice on behalf of the District and the Contractor. 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.

29. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

30. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Brevard County, Florida.

31. **PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by

law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS 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.

32. **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.

33. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

- ☐ Secretary
- ☐ Assistant Secretary

By: _____

- ☐ Chairperson
- ☐ Vice Chairperson

Date: _____

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

Date: _____

- Exhibit A: Scope of Services**
- Exhibit B: Proposal Pricing (Part IV of Proposal Form)**
- Exhibit C: Other Forms**
- Exhibit D: Maintenance Map**

EXHIBIT “A”

SCOPE OF SERVICES

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

EXHIBIT A

LANDSCAPE MAINTENANCE SPECIFICATIONS

1. MOWING

Uniformity in color and appearance as maintained on the property shall be provided. In the event of bald spots and/or dead grass resulting from any negligent act or omission of the contractor, as determined by the CDD, the contractor shall restore and replace the sod at its own expense within thirty (30) days (based on availability) of notification by the CDD. Grass cutting height shall be no lower than 4 inches.

****Fire ants** will be treated with fire ant bait by the contractors mowing staff during each mowing service. ST. AUGUSTINE TURF

All turf areas are to be mowed no less than once every seven (7) days during the months of April 15th to June 15th.

(Total of 28 mows).

All turf areas are to be mowed no less than once every fourteen (14) days from June 16th to April 14th. (Total of 13 mows).

No mowing is to take place if the grass is deemed to be too wet and the lawn mowers will cause ruts. If the contractor is unable to mow, the contractor will notify management to inform them of the new mowing schedule, through the daily phone call.

If one day is missed, then the make-up day will be Saturday. In the event two or more days are missed, then an additional crew will be brought in so that all mowing will be completed within the 7-day for weekly mowing or the 14-day every two-week mowing, if weather conditions permit.

Mower blades shall always be kept sharp and clean to provide a quality cut. Contractor will leave clippings on the lawn areas if no readily visible clumps remain on the grass surface 24 hours after mowing. Otherwise, contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. Mowing patterns must be varied to avoid wheel ruts and wear in the turf. Turf areas are to be patrolled for foreign materials, i.e., paper, roadside debris, trash, bottles, etc. before and during each service. Mowing over trash and/or debris is strictly prohibited.

2. EDGING/TRIMMING

The Contractor will power edge tree rings, shrub beds, planting beds and all surfaced areas bordered by grass, such as: walks, curbs, roadways, driveways or other paved areas at the time of each mowing. Only stick or push blade edger's will be used. String trimmers will not be used for edging. Care is to be exercised to avoid damage to sidewalk, curb and driveway edges when power edging. Plant and shrub beds are to be edged to exhibit a clean, hard delineation from turf areas. The Contractor shall make every effort to avoid hitting trees and shrubs with any machinery. If plantings and/or trees perish, or severely decline, due to these actions, the Contractor shall replace such plants immediately at his expense.

Power trimming all areas that are inaccessible to mowing machinery every time mowing takes place will occur to provide a finished, well-groomed appearance. String trimming will be at a height consistent with the prevailing mowing height. If the Contractor deems it necessary, he may use EPA approved chemicals to control maintainable areas around trees, poles, buildings, and other obstacles directly adjoining turf. The over-use of chemicals to avoid power trimming or edging is prohibited. All applications of approved chemicals will be performed when wind drift is negligible.

Trimming will be completed during each visit by use of a string trimmer, or other mechanical means to prevent weeds and/or undesirable grasses from encroaching upon lawns, side of homes and mulched areas.

Edging is defined as the outlining and/or removing of turf by use of a mechanical edger. Sidewalks and driveways will be edged with every mowing.

Contractor shall neatly edge and/or trim around all plant beds, curbs, sidewalks, trees, plants, mulched beds and building areas. Care shall be taken as not to injure tree trunks or plant materials during the edging operations.

3. DETAILING OF PLANTED AREAS (WEEDING)

Weeding should include the removal of weeds from all beds, front and back. Treatment of weeds on front driveway and walkway pavers and landscape beddings will be performed on a monthly basis. A detailed schedule, by phase should accompany mowing schedule. Chemicals must have an EPA approval number.

Weeding of all plant and shrub beds shall be done monthly to maintain a high level of order and an attractive appearance. The Contractor may control the weeds with the use of EPA approved chemicals. Over-use of such chemicals to avoid hand-weeding is prohibited. All applications of approved chemicals near or within shrub and plant beds will be performed when wind drift is

negligible. Extreme care will be taken to avoid enlarging current beds areas with chemicals or other activity.

Weeds and stray grasses shall not be permitted to grow through driveway and walkway pavers. The use of EPA approved chemicals may be used for control of weeds in these areas only when the wind drift is negligible.

All areas littered with trash or debris during the process of performing maintenance services shall be cleaned using power blowers, rakes, and, or, brooms. The Contractor shall dispose of palm fronds, tree limbs, shrub/hedge trimmings that are left behind due to the maintenance process. The Contractor shall make use of a leaf vacuum for pick-up and removal of fallen leaves during the leaf-shedding season. The practice of blowing leaves into landscape beds or tree rings is prohibited.

In the event of storm damage, the Contractor will provide disposal of small limbs and branches, light debris, and overall storm damage to the grounds and yards of each property.

4. BLOWING

Sidewalks, driveways, walkways, lanais and other paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted debris generated by Contractor using forced air machinery. Blowing is to be done the same day as the lawn mowing. In Brevard County, it is illegal to blow clippings onto streets, down storm drains and into surface water (ponds). Therefore, clippings should be blown back onto the turf grass, which is beneficial to the grass. Blowing the back-yard pad outside of the lanai should be done after each mowing.

5. SHEARING OF SHRUBS AND HEDGES

Pruning of shrubs and hedges will be done to maintain a crisp appearance and to conform to the CDD landscape standards.

Pruning of shrubs and hedges in the community shall be performed every month. Unless otherwise directed by the CDD Board, all pruning, trimming and thinning of plants will be done so that the intended natural shapes are retained. At no time shall pruning of shrubs shall be performed when the shrub is in bloom.

6. Pruning Shrubs and Hedges and Trees

Shrubs, and hedges plantings will be pruned one (1) time per month during the growing season (April – June). Hand shears, or mechanical hedgers may be used, as is appropriate. Mechanized hedging equipment shall not be used if the use of such equipment is inappropriate for the job, and when the use of such equipment is detrimental to the form, shape or continued growth of the plant.

Shrubs and plants adjacent to sidewalks, driveways, or entrances shall not be allowed to overgrow or otherwise obstruct clear passage. Shrubbery will be pruned away from all buildings and air handler units. Brownd out, dead, or dying portions of shrubs shall be removed. The debris, or cuttings, created during the pruning process will be removed by the Contractor immediately. Power pruning will be minimized to avoid over-pruning.

No pruning of flowering shrubs will be done during or immediately following growth flushes. Branches will be pruned just outside the branch collar and pruning paint will NOT be applied. Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose.

Palm trees will be trimmed when needed to remove dead fronds and seed pods; provided they can be reached with a pole. The Contractor will remove all palm debris.

Selective pruning of trees (Holly Trees) and woody ornamentals up to a height that can be safely reached with a pole saw (where appropriate) shall be done year-round during normal service at no additional charge. Crossing branches will be removed and or thinned from the canopy. All debris will be removed by the Contractor.

Selective rejuvenation pruning of shrubs to rejuvenate growth may be required during the contract.

Hedges and shrubs will be trimmed on average once per month, twelve (12) times per year to provide a neat and clean appearance.

- All hedges along sidewalks where line of sight is a potential concern shall be trimmed to a maximum of 3 ½ feet,
- All hedges and other landscaping near intersections shall comply with applicable line-of-sight requirements;
- All other hedges shall be trimmed to a maximum of 6 feet; and
- Tree canopies shall similarly be trimmed to be consistent with the requirements of law.

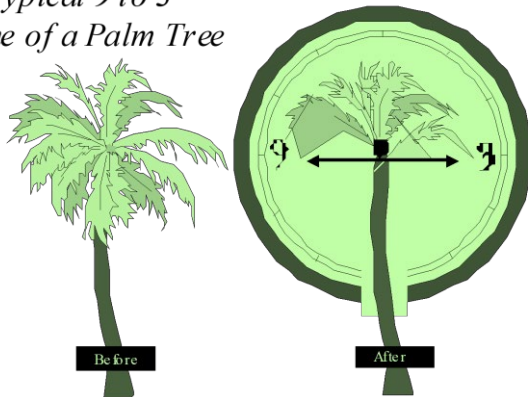
Crape Myrtles will be pencil pruned while dormant, in February/March. Proper pruning techniques as noted above will be used. (All tree cuts shall be made in accordance with International Society of Arboriculture standards.)

Palms/Trees

Trees less than 20 feet in height will be trimmed once a year using the necessary equipment. This includes any Foxtail palms that are not defoliating or have offshoots, suckers or basal shoots that require removal. Contractor will follow FDOT standards for pruning street trees and trees over sidewalks. Community standard will be 8ft over sidewalks and 15ft over roadways.

Palm trees will be trimmed to 9 & 3 o'clock and no higher. No dead fronds are allowed. Bid should include address of tree that are to be trimmed.

*A Typical 9 to 3
Prune of a Palm Tree*



Palm Tree Pruning

Palms will be pruned as displayed to the left. Palm trees will be trimmed of excess fronds and cleaned of unwanted seedpods and debris. No green fronds will be removed.

7. MONITORING/PROPERTY REVIEW

Weekly inspections of all areas will be conducted by an assigned, qualified representative of the Contractor to bring abnormal conditions, as outlined in the contract, to the immediate attention of the Management Company. Monthly site inspections attended by a Management and Landscape Committee representative and the Contractor are required.

The Contractor shall designate at least one supervisor who will continually monitor the quality of workmanship and shall be the point of contact between Management and the Contractor.

1. WORK ORDERS

On a monthly basis, Management will generate a landscape schedule submitted by the Contractor. For work orders generated outside the monthly schedule, are expected to be handled within ten (10) days and communicated by a written work order back to the CDD manager when the work order is completed, A work order may not be closed out until it is completed in full. It is understood that work orders that require parts or materials to be ordered may take more time;

therefore, the work order will be put on monitored status. In these instances, anticipated date of completion must be communicated via email or written work order back to CDD manager.

2. LEANING TREES

Any trees damaged by the contractor during the term of this service contract shall be straightened by pulling them to an upright position and if needed, installing appropriate supports. If a tree support is damaged by the Contractor, it needs to be replaced within the 10 days of a work order.

3. MULCH APPLICATION SERVICES SPECIFICATIONS PART 5

Installation of Mulch, including labor and materials, will be provided to cover all shrub/tree bed areas, via a separate annual bid. Contractor will bill at time of completion of the work.

- a. Mulch must be mini pine bark mulch. Bagged mulched, as no dumping of mulch is allowed on the streets.
- b. Vendor will ensure that all mulch is free of insects prior to the mulch coming into the community.
- c. All beds will have a minimum of 3” depth of mulch with at least 1” of mulch depth being applied to refresh the mulch. All shrub beds should have a minimum mulch depth of 3 inches maintained. But trees should only be lightly mulched with about an inch of new mulch.
- d. The practice of creating mulch volcanoes at the base of trees is prohibited. Mulch will be maintained at a depth of one inch.
- e. Cost for mulching will include material and labor and is separate from the CONTRACT. CDD may solicit outside bids for this project. Mulch will be manually distributed, not mechanically blown.

4. ADDITIONAL SERVICES

All services not covered under this Contract shall be considered “Additional Services” and will be charged separately according to the nature of the item of work. The consent and authorization of the CDD and its authorized representative must be obtained prior to the performance or installation of such “Additional Services” items and prior to purchase of any chargeable materials. In the event of any major weather event, Heritage Isle would be first on the vendor list for clean-up and removal of all debris.

5. HURRICANE EXPENSES:

In the event of major storm damage (named storms) such as uprooted or fallen trees, or loss of plant material, such clean- up work will be itemized and treated as a separate proposal, or additional work.

6. CONTRACTOR'S PERFORMANCE

The landscape maintenance contractor shall perform all work required to fulfill the spirit and intent of the Contract. The workers shall be neat in appearance, perform their work in a professional manner, keep noise to a minimum and stage their work from a location on the site out of the main stream of the users. Contractor will ensure a Supervisor walks each phase after the work has been completed to ensure all items have been completed in accordance to the contract. Supervisor will be required to sign off on an inspection sheet after each phase is completed.

7. CODE OF CONDUCT

Contractor shall provide water to all their staff. No smoking is allowed within the community. All personnel should be identified by company uniform.

8. WHERE THE CONTRACTOR IS RESPONSIBLE:

Sod, shrubs, trees or plants that are damaged or killed due to landscape maintenance contractor's operations, negligence or chemicals, shall be replaced immediately at no cost to the CDD. Damage due to the operation of his equipment in performing the CONTRACT, i.e., damage to the plant material due to improper horticultural practices, improper replacement or retrofitting of irrigation system components, or injury to non-target organisms due to application of pesticides or fungicides falls under Contractor's responsibility.

Sprinklers or structures that are damaged due to the landscape maintenance contractor's operations must be replaced by the landscape maintenance contractor immediately and at his expense.

Should any damage occur to any portion of an owner's property during the contracted landscape maintenance, it is the Contractor's responsibility to repair that damage at the Contractor's expense, except for curbing. Contractor is only responsible for curbs that are broken. Minor damage (gashing) Contractor will not be held responsible.

9. WHERE THE CONTRACTOR IS NOT RESPONSIBLE:

If plant damage or death is caused by conditions beyond the landscape maintenance contractor's control, replacement shall be at owner's expense.

The Contractor is not responsible:

- a. For the death or decline of plant materials due to the improper selection, placement, planting depth or maintenance done before the time of this CONTRACT.
- b. Unexpected weather-related concerns such as; drought, flooding, storm, wind, fire or cold

damages.

- c. Disease or damage to lawns or landscape plants beyond the control of the contractor, such as lack of water due to inoperative irrigation components (pumps down) and or homeowner tampering.

10. OTHERS

Contractor shall answer emergency or complaint calls regarding unexpected circumstances in the landscaped areas within. After Hours Pricing should be included with bid. Contractor shall be vigilant for fallen tree branches or shrubs and shall correct the problem, or if the work is beyond the scope of their contract, shall place warning signals and advise the CDD of the need for major work to be performed.

All landscaping materials installed by Contractor must meet or exceed all state and/or local codes and/or ordinances of the State of Florida (Florida #1 or Florida Fancy Plants and Trees). At installation, all plants must be healthy, well branched and densely foliated, with well-developed root systems, free of disease and insect pests.

Any services provided under these specifications that require application of chemicals shall be done in accordance with applicable laws and regulations. Specifically, Contractor shall be responsible that any services required to be performed by a Florida Licensed Pest Control Operator are legally performed. Additionally:

- a. Technicians will give appropriate notification to persons in the immediate area of impending chemical applications, as well as to the management company
- b. Application reports giving the date, type of chemical applied, application rates, name of technician and company shall be given to the management company.
- c. All materials will be used as approved for intended use by the regulatory standards.
- d. All materials shall be applied per the manufacturer's specifications and guidelines.
- e. Lawn and pesticide signs shall be posted at the two entrances of each phase as well as every third house that is being treated, after the use of chemicals for safety and compliance and removed after appropriate time frame for treated areas to be safe again.
- f. Chemical application must be supported by soil samples, continually taken within each phase of the community. A minimum of 5 soil samples should be taken per each phase. Results along with a report supporting treatment plan is to be turned into management before each treatment.

WARRANTY

If the sod covered under the guidelines of this RFP dies, the affected sod will be replaced by Contractor at no charge to the CDD. Weed infested areas are to be treated with chemical application or spot turf replacement. Contractor shall mark weed infested areas to be treated.

FERTILIZATION AND PEST CONTROL SPECIFICATIONS PART 2

TURF CARE

ST. AUGUSTINE GRASS

Contractor will provide fertilization, disease, and insect and weed control to maintain healthy well-manicured turf appearance. Contractor will be required to submit a schedule of these services. Contractor will provide a minimum of **twelve (12)** dedicated horticultural visits to determine and treat, turf health and vigor and inspect and treat for turf damaging insects. The timing of fertilization and pest control applications will vary depending on weather and local regulation/ordinances.

It is the contractor's responsibility to develop a complete fertilization program for the community. (See attached) Prior to any fertilization, the contractor will perform soil sample tests in each phase (minimum of 1 test per phase) and submit the results along with their recommendation on fertilization, based upon the soil sample tests results. The guidelines below are to assist the bidder.

Items that are to be followed under all circumstances unless approved in writing from the management company are:

- a. Fertilizer N-P-K analysis for upcoming or completed fertilizations will be made available when requested.
- b. Fertilizer Application (Granular) – Rate shall be one (1) pound of nitrogen per 1,000 sq. ft. The fertilizer applications shall contain at least 50% of the nitrogen-derived from S.C.U. or I.B.D.U. Fertilizer will contain a minor element package formulated for St. Augustine turf.
- c. A minimum of **four (4) granular fertilizer** applications are to be provided; any changes to this specification must be approved in writing by the CDD.
- d. Every granular turf fertilization should have a minimum of 2% - 6% Chelated Iron in the blend.
- e. Iron Oxide is prohibited to be used as a source of iron. Due to its ability to stain and the Iron Oxide does not benefit plant material, it is requested that it is not included in any fertilizer blends applied to plant material.

Turf Fertilization (granular)

St. Augustine

Early Spring Fertilizer Granular Application:

- i. Supplemental fertilizer may be applied when nutrient deficiencies are identified through a soil test. (24-1-11, 16-0-8, or 15-0-20) (In some cases this fertilizer was impregnated with a pre-emergent herbicide for summer annual weed control.)

Late spring/ Early Summer Fertilizer Granular Application:

- ii. 16-00-08 Custom Blend Fertilizer, or 24-00-11 Custom Blend Fertilizer + 4.00% - 6.00% Fe Late Summer/ Early Fall Fertilizer Application: Nitrogen can only be applied through May per county ordinances. An application of just potassium (0-0-20- or 0-0-22) is allowed in the summer, if soil tests show that potassium is needed.
- iii. 15-00-20 (32% XCU/ 32% Neutralino) + 4.00% - 6.00% Fe Custom Blend Fertilizer or

similar granular material. Fertilization should be based upon soil samples that are submitted to Management prior to application.

Additional Applications: Supplemental Granular Applications may be applied when nutrient deficiencies are identified through soil samples.

Contractor will provide fertilization, disease, insect and weed control on the following schedule.

WEED, DISEASE & PEST CONTROL – BASED UPON SOIL SAMPLES TAKEN IN EACH PHASE PART 3

January/February

- f. Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures and different turf types.
- Pre-emergent weed control treatment for broadleaf and grassy weeds.

March/April

- g. Chinch Bugs – St. Augustine turf inspected for Chinch Bugs. Products to control Chinch Bug population include, but are not limited to: **Arena, Meridian, Aloft, Bifan XTS, Up-Star Gold, Criterion & Merit**. Spot treatment shall be provided as needed to control localized infestations.
- h. Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures.

May/June

- i. Chinch Bugs – St. Augustine turf inspected for Chinch Bugs. Products to control Chinch Bug population include, but are not limited to: **Arena, Meridian, Aloft, Bifan XTS, Up-Star Gold, Criterion & Merit**. Spot treatment shall be provided as needed to control localized infestations.
- j. Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures.

July/August

- k. Chinch Bugs – St. Augustine turf inspected for Chinch Bugs. Products to control Chinch Bug population include, but are not limited to: **Arena, Meridian, Aloft, Bifan XTS, Up-Star Gold, Criterion & Merit**. Spot treatment shall be provided as needed to control localized infestations.
- l. Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures.

September/June

- m. Chinch Bugs – St. Augustine turf inspected for Chinch Bugs. Products to control Chinch Bug population include, but are not limited to: **Arena, Meridian, Aloft, Bifan XTS, Up-Star Gold, Criterion & Merit**. Spot treatment shall be provided as needed to control localized infestations.
- n. Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures.
- o. Inspect and treat St. Augustine turf areas, brown patch and other turf damaging fungus.

November/December

- p. Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures.
- q. Inspect and treat St. Augustine turf areas, brown patch and other turf damaging fungus.

FIRE ANTS

- r. Fire ant bait will be applied during mowing service and fertilization/pest solutions.

Month Applications: Fertilizer Analysis should be based upon soil samples taken within each phase (5 per phase) and are submitted to management along with recommend fertilization.

March/April – Spring fertilization and broadleaf weed control.

May/June – Summer insect control and fertilization.

July/August – Summer insect control

November/December – Winter fertilization and broadleaf weed control INSERT TABLE REFERENCE EXHIBIT

Supplemental insect control will be provided as needed to provide control.

TREE AND SHRUB CARE

Contractor will provide tree and shrub care on the following schedule.

MONTH	APPLICATION: The vast majority of the stresses that cause plants to attract and be susceptible to pests are related to nutritional deficiencies and/or imbalances. The correct supply and balance of nutrients should be the goal for the plants and the environment. Established plants should not need fertilization.
January	Spray all shrubs and trees for insects and fungus as necessary. Fertilize shrubs and trees as needed.
February	Spray shrubs and trees as needed for insects and fertilize shrubs and trees with a granular fertilizer blend.
March	Spray all shrubs and trees for insects and fungus. Fertilize shrubs and trees as needed.
April	Spray all shrubs and trees for insect and fungus. Fertilize shrubs and trees as needed. Also, soil drench all shrubs and trees with a systemic insecticide.
May	Inspect and spray shrubs and trees as needed.
June	Spray shrubs and trees, as needed, for insects and fertilize shrubs and trees with a granular fertilizer blend.
July	Inspect and spray shrubs and trees as needed
August	Spray all shrubs and trees for insects and fungus. Fertilize shrubs and trees as needed.
September	Inspect and spray shrubs and trees as needed.
November	Inspect and spray shrubs and trees as needed.
December	Inspect and spray shrubs and trees as needed.

Includes all fertilizer requirements, and any insect/disease problems on all installed shrubs, trees and palms. Supplemental applications of fertilizer, insect, and disease control will be applied as needed to maintain health and appearance. All fertilizer used will be granular.

PALM TREE CARE

- s. All palms, excluding Sabal Palms, will be fertilized with fertilizer blended for palms. **Twice a year**, Queen Palms shall be provided with a supplemental application of Granular Manganese Sulfate as needed to maintain green and healthy appearance.

Canary Palms, Medjool, Dactyliferous and other Specialty Palms

Contractor will provide a specialty fertilizer program to provide the nutrients and care needed to maintain healthy appearance for Canary, Medjool, Dactyliferous and other specialty palms.

- t. Canary, Medjool and Dactyliferous are highly susceptible to Magnesium and Potassium deficiency

in the Florida landscape. Contractor will provide the needed fertilization to manage the care of these trees.

- u. At a minimum contractor, will provide **three (3)** granular applications with a fertilizer that is comparable to the 8-2- 14 Mg plus micronutrient palm fertilizer that has 100% of its nitrogen, K and Mg in controlled-release form and its micronutrients, such as iron and manganese, in water-soluble sulfate or chelated (iron only) form as recommended the University of Florida Extension Services.
- v. Pest and disease treatments will be done as needed to manage and control pests and diseases that are common to these palm trees.
- w. Contractor is expected to provide preventative treatments to protect against pest and disease, with special attention being paid to the prevention and control of Palmetto Weevils and Graphiola Leaf Spot.

OTHER

Any services provided under these specifications that require application of chemicals shall be done in accordance with applicable laws and regulations. Specifically, Contractor shall be responsible that any services required to be performed by a Florida Licensed Pest Control Operator are legally performed. Additionally:

- a. Technicians will give appropriate notification to persons in the immediate area of impending chemical applications, as well as to the management company
- b. Application reports giving the date, type of chemical applied, application rates, name of technician and company shall be given to the management company.
- c. All materials will be used as approved for intended use by the regulatory standards.
- d. All materials shall be applied per the manufacturer's specifications and guidelines.
- e. Lawn and pesticide signs shall be posted at the two entrances of each phase after the use of chemicals for safety and compliance and removed after appropriate time frame for treated areas to be safe again.
- f. Chemical application must be supported by soil samples, continually taken within each phase of the community. A minimum of 1 soil samples should be taken per each phase, before each treatment.

Note: The timing of pest control applications will vary depending on weather and local regulation/ordinances. Supplemental insect, weed, and disease control applications are to be provided as needed to provide control. All fertilizer applications are to be granular unless approved by the CDD. Chinch bug population include, but are not limited to: Arena, Meridian, Aloft, Bifan XTS, Up-Star Gold, Criterion & Merit.

WARRANTY

If the sod, shrubs, trees or plants covered under the guidelines of this RFP dies, it will be replaced at no charge to the CDD. Weed infested areas are to be treated with chemical application or spot sod replacement. Contractor shall mark weed infested areas to be treated.

IRRIGATION INSPECTIONS AND MAINTENANCE SPECIFICATIONS

PART 4

1. FREQUENCY

Contractor shall perform a complete irrigation inspection on each property on a quarterly basis per schedule provided to management. The inspection shall be completed by the end of the calendar quarter and a report shall be submitted to management. Pictures should be attached for anything that warranted repair and is a charge to CDD.

2. SERVICE SPECIFICATIONS

- a. Each quarter, by phase the following items shall be accomplished.
 - Activate each zone of the system.
 - Visually check for and report any damaged or malfunctioning
 - Clean and/or adjust any heads not functioning properly.
 - Report any valve or valve box that may be malfunctioning or damaged in any way.
 - Leave areas in which repairs or adjustments are made free of debris.
 - Adjust clocks to the watering needs as dictated by weather conditions.
 - Inspect and adjust rain sensors as needed.
 - Insure that all valves are sufficiently marked to allow a person unfamiliar with the system to locate.
 - Provide a quarterly written report detailing inspection results by clock and zone.
 - CDD has the right to inspect any damaged parts that they are being charged for.
 - A quarterly report, such be submitted to Management when completed by phase, confirming inspections have been completed quarterly and noting any repairs that needed to be done which would cost the association additional money.
- b. Irrigation repairs that become necessary, that are covered under the routine maintenance contract, (valves and decoders) will be done on a time and material basis. All additional repairs are to be estimated when possible and contractor must obtain approval prior to starting the repair work. If any irrigation box must remain open for repair, it must be marked off using yellow caution tape as well as flags indicating the box is open.
- c. Detailed work orders that include location of work, parts used, and time used, will be generated and approved by the CDD.

- d. Work Orders required between scheduled visits must be completed within 7 - 10 days. Any overtime must be approved by Management.
- e. Damage caused by contractor's crews will be promptly repaired at no charge to the CDD, this includes but not limited to irrigation heads. All heads and nozzles are to be replaced at Contractors expense.
- f. The Contractor shall carefully check the sod and plants for signs of stress and, or, wilting, indicating a lack of water, or enough water. The Contractor shall be responsible for the proper programming and operation of all CDD irrigation controllers.
- g. Sprinkler heads and water supply piping that becomes broken or damaged during the landscape maintenance process shall be promptly repaired or replaced at the Contractor's expense. All other instances of damage, normal wear and subsequent replacement shall be at the owner's expense. Any changes, upgrades, additions to the irrigation system by the owner, via an approved ACC request, must be done after hours and at the homeowner's expense.
- h. Otherwise, a detailed estimate will be presented to the CDD for approval. The Contractor will submit a monthly invoice for irrigation repairs and, or replacements to management.

IRRIGATION MATERIALS COST TABLE

The Contractor offers the following typical irrigation components and cost(s)

noted below: 4 Zone Exterior rated Controller ____

6 Zone Exterior rated Controller _____

Repair PVC Pipe Breaks _____

½ - 1- inch Hunter Valve (installed) _____

1 ¼ – 2-inch Hunter Vale (installed)_____

Decoders_____

24V Solenoid (installed) _____

The Contractor will use only HUNTER products whenever and wherever possible. The only instance where deviation from HUNTER products is allowed is when a determination is made that another manufacturer's product would be superior for the integrity and proper operation of the system. The substituted equipment must be completely compatible with the current HUNTER products used and must be approved in advance by Management.

During the first or initial quarterly inspection, all controllers will be set according to the "Regimented Watering Schedule" provided to the Contractor by the CDD.

Any component found to be damaged by the Contractor will be immediately replaced at no cost to the CDD or individual owner. Any emergency will be brought immediately to the attention of management.

In the event of a broken irrigation water supply line, or other irrigation emergency, the Contractor will have maintenance personnel available to respond on a 24-hour, 7-day per week, 365 days per year basis. The irrigation technician's contact phone number is to be provided with this CONTRACT. After Hours cost should be provided in bid.

For additional services from individual owners, that have received ACC Approval, the labor should be at the same expense as what CDD is charged, and all work should be done after hours (3:30 on weekdays and or all-day Saturday). Please indicate the cost for the appropriate work on the work order that is submitted.

WARRANTY

If the sod, shrubs, trees or plants covered under the guidelines of this RFP dies, it will be replaced at no charge to the CDD. Weed infested areas are to be treated with chemical application or spot sod replacement. Contractor shall mark weed infested areas to be treated.

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately **One Thousand Nine Hundred and Eighty. (1,980)** annuals in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each 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. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested 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 out any and all annual installation events.

[END OF SECTION]

EXHIBIT “C”
OTHER FORMS

DAILY WORK JOURNAL

(this form (or a similar 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)

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: _____

HI REPRESENTATIVE NAME: _____

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

HERITAGE ISLE AT VIERA CDD
IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

IRRIGATION TECHNICIAN'S NAME: _____

HI REPRESENTATIVE NAME: _____

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

EXHIBIT “D”

MAINTENANCE MAP

TAB 5



Quarterly Compliance Audit Report

Heritage Isle at Viera

Date: June 2026 - 2nd 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

Table of Contents

Compliance Audit

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

Audit results

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

Helpful information:

Accessibility overview	6
ADA Compliance Categories	7
Web Accessibility Glossary	11

Compliance Audit Overview

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

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

Compliance Criteria

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



ADA Website Accessibility

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



Florida Statute Compliance

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

Audit Process

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

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

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



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

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

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

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



Florida F.S. 189.069 Requirements

Result: **PASSED**

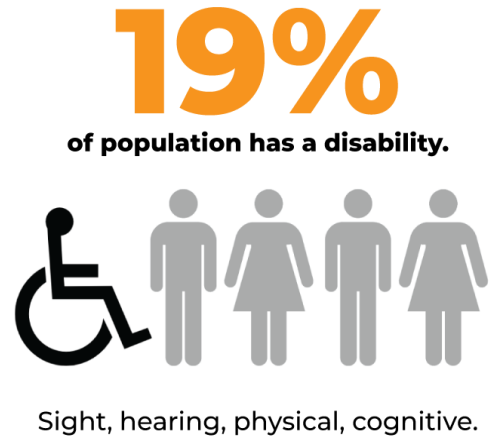
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
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

TAB 6

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 April 2026 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2026 through April 30, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$113,378.84**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2026 Through April 30, 2026

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
B S E Consultants Inc.	300193	251400	Engineering Services 11/25-12/25	\$ 104.20
B S E Consultants Inc.	300187	251727	Engineering Services 02/26-03-26	\$ 2,879.55
Doggie Doo Doo Disposal Services	300181	21589	Monthly Service 04/26	\$ 512.00
Florida Power & Light Company	20260427-2	47818-03004-041326 ACH	6813 Legacy Blvd # Pump 04/26	\$ 1,556.53
Florida Power & Light Company	20260427-1	57620-18553-041326 ACH	Decorative Lgtn # Heritage Isle 04/26	\$ 4,729.64
Florida Power & Light Company	20260427-3	69877-97013-041326 ACH	6494 Legacy Blvd # Irr 04/26	\$ 913.09
Fountain Kings, Inc.	300188	INV-1153	Quarterly Fountain Maintenance 03/26	\$ 500.00
Fountain Kings, Inc.	300188	INV-1154	Fountain Repairs 03/26	\$ 952.72
James E Duvall	300184	3360	Irrigation Wire Project 02/26	\$ 7,163.81
Juniper Landscaping of Florida, LLC	300189	388785	Irrigation repair 03/26	\$ 1,504.76
Juniper Landscaping of Florida, LLC	300189	389604	Irrigation repair 03/26	\$ 639.00
Juniper Landscaping of Florida, LLC	300189	389605	Irrigation repair 03/26	\$ 2,771.96
Juniper Landscaping of Florida, LLC	300191	390799	Landscape Maintenance 04/26	\$ 28,110.58
Juniper Landscaping of Florida, LLC	300189	390829	Landscape Maintenance 03/26	\$ 2,087.41

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2026 Through April 30, 2026

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
Kutak Rock, LLP	300186	3729899	Legal Services 01/26 and 02/26	\$ 1,475.00
Precision Sidewalk Safety Corp.	300185	b-2965	Sidewalk Repairs 03/26	\$ 46,260.00
Rizzetta & Company, Inc.	300182	INV0000108068	Accounting Services 04/26	\$ 8,035.18
TIGRIS Aquatic Services, LLC	300192	4370695	Aquatic Service 04/26	\$ 3,011.58
USA TODAY Media Corp	300190	0007645189	Legal Advertising 03/26	\$ 171.83
Report Total				<u>\$ 113,378.84</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 May 2026 Presented For Board Approval

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

The total items being presented: **\$76,177.30**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2026 Through May 31, 2026

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
Bob Goldstein	300203	BG052626	Board of Supervisors Meeting 05/26/26	\$ 200.00
David Francis	300204	DF052626	Board of Supervisors Meeting 05/26/26	\$ 200.00
Doggie Doo Doo Disposal Services	300194	21777	Monthly Service 05/26	\$ 512.00
Druse Landscaping & Tree Service	300196	8973	Landscaping Services Labor for removal and grading 05/26	\$ 5,300.00
Druse Landscaping & Tree Service	300196	8974	Landscaping Services Labor for removal and install of Vibrinum 05/26	\$ 1,558.00
ECOR Industries, Inc	300202	517233	Bug Extermination 04/26	\$ 200.00
Florida Power & Light Company	20260527-2	47818-03004-051326 ACH	6813 Legacy Blvd # Pump 05/26	\$ 1,985.28
Florida Power & Light Company	20260527-1	57620-18553-051326 ACH	Decorative Lgtng # Heritage Isle 05/26	\$ 4,729.64
Florida Power & Light Company	20260527-3	69877-97013-051326 ACH	6494 Legacy Blvd # Irr 05/26	\$ 1,384.80
James E Duvall DBA	300199	3662	Irrigation Repair - Controller Replacements 05/26	\$ 7,163.81
JoAnne M. LaBrecque	300205	JL052626	Board of Supervisors Meeting 05/26/26	\$ 200.00
Jon Smallegan	300206	JM052626	Board of Supervisors Meeting 05/26/26	\$ 200.00
Juniper Landscaping of Florida, LLC	300200	393799	Irrigation Repair 04/26	\$ 1,003.39
Juniper Landscaping of Florida, LLC	300200	394128	Landscape Maintenance 04/26	\$ 1,321.61

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2026 Through May 31, 2026

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
Juniper Landscaping of Florida, LLC	300200	394129	Seasonal Annuals 04/26	\$ 4,746.32
Juniper Landscaping of Florida, LLC	300200	394858	Irrigation Repair 04/26	\$ 1,264.18
Juniper Landscaping of Florida, LLC	300200	396079	Landscape Maintenance 05/26	\$ 28,110.59
Kenneth F. Walter	300207	KW052626	Board of Supervisors Meeting 05/26/26	\$ 200.00
Leland Management, Inc.DBA	300198	THI-HIDA-042226	irrigation repairs 03/26	\$ 594.79
Rizzetta & Company, Inc.	300195	INV0000109160	Accounting Services 05/26	\$ 8,035.18
TIGRIS Aquatic Services, LLC	300201	4370696	Aquatic Service 05/26	\$ 3,011.58
U.S. Bank	300197	8158034	Trustee Fees S2017 04/26	\$ <u>4,256.13</u>
Report Total				\$ <u>76,177.30</u>

TAB 7



Proposal

Proposal No.: 407742

Proposed Date: 07/07/26

PROPERTY:	FOR:
Heritage Isle at Viera CDD - Maintenance Brian Mendez 6800 Legacy Blvd Melbourne, FL 32940	Mulch Installation 2026 - CDD

This proposal is to install mulch to the CDD common areas throughout Heritage Isle.

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
CDD Common Areas					
Mulch					\$54,520.00
Mulch Installation	940.00	EA	\$58.00	\$54,520.00	
				Total:	\$54,520.00

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 damage 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

Printed Name (Owner/Property Manager)

Josh Burton

Signature - Representative

7/7/2026

Date



July 07, 2026

Contract No. - 407779

Heritage Isle at Viera CDD - Maintenance

Replacement of aged valves that are continuously getting stuck on these valves are located around the pond there are 4 valves in total in the phase 7 park that need to be replaced.

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Hunter Globe Valve ICV Glass Filled Nylon 2 in. w/ Flow Control FIPT x FIPT	4.00	\$450.00	\$1,800.00
			\$1,800.00

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Control Components	\$0.00	\$1,800.00
		\$0.00
		\$1,800.00

Sale	\$1,800.00
Sales Tax	\$0.00
Total	\$1,800.00

By _____
CHRIS WADE

Date 7/7/2026

Juniper Landscaping of Florida
LLC

By Ken Walter

Date _____
Heritage Isle at Viera CDD -
Maintenance



July 07, 2026

Contract No. - 407799

Heritage Isle at Viera CDD - Maintenance

Replacement of clock #2 which was damaged during the recent electrical storms it is no longer functioning due to an electrical overload caused by the lightning this timer runs the north end of Legacy Blvd from just after the roundabout to the north gate.

and using the wire fault locator to identify and replace 5 decoders that shorted out we used the spare decoders that were removed from the Phase one overhaul for the decoders which were shorted out.....

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Irrigation Tech Labor	10.00	\$75.00	\$750.00
Hunter ACC2 Decoder Expansion Module 75 Station	1.00	\$991.50	\$991.50
Hunter ACC2 Decoder 75 Station with Plastic Pedestal	1.00	\$7,225.80	\$7,225.80
			\$8,967.30

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Control Components	\$0.00	\$8,967.30
		\$0.00
		\$8,967.30

Sale	\$8,967.30
Sales Tax	\$0.00
Total	\$8,967.30

By _____
CHRIS WADE

Date 7/7/2026
Juniper Landscaping of Florida
LLC

By Ken Walter

Date _____
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

Estimate no.: 4212

Estimate date: 06/11/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Plants	3 gallon Gardenia bushes	40	\$24.00	\$960.00
2.		Plants	1 gallon Blue my mind.	30	\$9.00	\$270.00
3.		Plants	3 gallon Trinnetes	13	\$18.00	\$234.00
4.		Mulch	Tree Bark Brown Mulch per bag.	20	\$5.00	\$100.00
5.		Landscaping Services	Labor for install and prep.	20	\$50.00	\$1,000.00
Total						\$2,564.00

Accepted date06/11/26

Accepted byKen Walter



Proposal

Proposal# SPN105090.0
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: 8593
Heritage Isle North
7300 Legacy Blvd
Melbourne, FL 32940
Tel: 407-312-3682 Contact: Brian Mendes
Model# HC2F-50J15PDV-460/3-HMR3L-Z

Nature of Service:

S/O- Filter Disc Cleaning

Hoover recommends cleaning the filter discs with a chemical solution which will improve field performance and reduce the frequency of filter assembly flushes. A clogged filter can lead to poor pressure and flow to the field resulting in inadequate irrigation coverage to landscape.

Hoover proposes the following:

- Thoroughly clean and inspect the filter discs and spines.
- Test and calibrate operational settings.

Before Cleaning



During Cleaning



After Cleaning



Note- If discs break upon cleaning they will be replaced which could lead to additional charges.

Sub Total: \$2,074.00

Grand Total: \$2,074.00

TERMS: Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% 1 of 2



Proposal

Proposal# SPN105090.0
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

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

A handwritten signature in black ink that reads "Ken Walter".

Signature/ Printed Name/ Date

TAB 8

RESOLUTION 2026-06
[FY 2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Heritage Isle at Viera Community Development District (“**District**”) prior to June 14, 2026, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Heritage Isle at Viera Community Development District for the Fiscal Year Ending September 30, 2027.”

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2027 or within 60 days following the end of the FY 2027 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 21st DAY OF JULY, 2026.

ATTEST:

**HERITAGE ISLE AT VIERA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget



Rizzetta & Company

Heritage Isle at Viera Community Development District

<https://heritageisleatvieracdd.org>

Approved Proposed Budget for Fiscal Year 2026-2027

TABLE OF CONTENTS

	<u>Page</u>
General Fund Budget for Fiscal Year 2026-2027	1
Reserve Fund Budget for Fiscal Year 2026-2027	4
Debt Service Fund Budget for Fiscal Year 2026-2027	5
Assessment Charts for Fiscal Year 2026-2027	6
General Fund Budget Account Category Descriptions	8
Reserve Fund Budget Account Category Descriptions	16
Debt Service Fund Budget Account Category Descriptions	17

Approved Proposed Budget
Heritage Isle at Viera Community Development District
 General Fund
 Fiscal Year 2026/2027

Chart of Accounts Classification		Actual YTD through 02/28/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
1							
2	ASSESSMENT REVENUES						
3							
4	Special Assessments						
5	Tax Roll	\$ 1,003,106	\$ 1,054,720	\$ 1,054,720	\$ -	\$ 1,138,134	\$ 83,414
6							
7	Assessment Revenue Subtotal	\$ 1,003,106	\$ 1,054,720	\$ 1,054,720	\$ -	\$ 1,138,134	\$ 83,414
8							
9	OTHER REVENUES						
10							
11	Interest Earnings						
12	Interest Earnings	\$ 4,688	\$ 11,250	\$ -	\$ 11,250	\$ -	\$ -
13	Other Miscellaneous Revenues						
15							
16	Other Revenue Subtotal	\$ 4,688	\$ 11,250	\$ -	\$ 11,250	\$ -	\$ -
17							
18	TOTAL REVENUES	\$ 1,007,794	\$ 1,065,970	\$ 1,054,720	\$ 11,250	\$ 1,138,134	\$ 83,414
19							
20	EXPENDITURES - ADMINISTRATIVE						
21							
22	Legislative						
23	Supervisor Fees	\$ 2,000	\$ 4,800	\$ 6,000	\$ 1,200	\$ 6,000	\$ -
24	Financial & Administrative						
25	Accounting Services	\$ 7,508	\$ 22,523	\$ 22,523	\$ -	\$ 23,199	\$ 676
26	Administrative Services	\$ 2,239	\$ 6,717	\$ 6,717	\$ -	\$ 6,919	\$ 202
27	Arbitrage Rebate Calculation	\$ -	\$ 1,050	\$ 1,050	\$ -	\$ 1,050	\$ -
28	Assessment Roll	\$ 5,678	\$ 5,678	\$ 5,678	\$ -	\$ 5,848	\$ 170
29	Auditing Services	\$ -	\$ 4,300	\$ 4,000	\$ (300)	\$ 4,515	\$ 515
30	Disclosure Report	\$ 667	\$ 2,000	\$ 2,000	\$ -	\$ 2,000	\$ -
31	District Engineer	\$ 3,984	\$ 11,952	\$ 15,000	\$ 3,048	\$ 15,000	\$ -
32	District Management	\$ 13,195	\$ 39,584	\$ 39,584	\$ -	\$ 40,772	\$ 1,188
33	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -
34	Financial & Revenue Collections	\$ 1,893	\$ 5,678	\$ 5,678	\$ -	\$ 5,962	\$ 284
35	Legal Advertising	\$ 350	\$ 2,500	\$ 3,500	\$ 1,000	\$ 3,500	\$ -

A large, solid green rectangle with the word "Comments" centered in white text and a small white number "1" in the top right corner.

[illegible]

2 Reports for 2 Bond Series 2013 & 2017

Refelcts current contracted amount

decreasing based off projections

Approved Proposed Budget
Heritage Isle at Viera Community Development District
General Fund
Fiscal Year 2026/2027

Chart of Accounts Classification		Actual YTD through 02/28/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
36	Miscellaneous Fees	\$ 1,660	\$ 1,660	\$ 1,096	\$ (564)	\$ 1,096	\$ -
37	Public Officials Liability Insurance	\$ 3,566	\$ 3,566	\$ 3,869	\$ 303	\$ 4,139	\$ 270
38	Trustees Fees	\$ 4,804	\$ 7,750	\$ 7,750	\$ -	\$ 7,750	\$ -
39	Website Hosting, Maintenance & Compliance	\$ 824	\$ 1,978	\$ 4,100	\$ 2,122	\$ 4,100	\$ -
40	Legal Counsel						
41	District Counsel	\$ 7,472	\$ 17,933	\$ 15,000	\$ (2,933)	\$ 15,000	\$ -
42							
43	Administrative Subtotal	\$ 56,015	\$ 139,843	\$ 143,720	\$ 3,877	\$ 147,024	\$ 3,304
44							
45	EXPENDITURES - FIELD OPERATIONS						
46							
47	Electric Utility Services						
49	Utility Services	\$ 21,759	\$ 137,000	\$ 137,000	\$ -	\$ 141,110	\$ 4,110
50	Stormwater Control						
51	Aquatic Maintenance	\$ 12,046	\$ 36,139	\$ 45,000	\$ 8,861	\$ 45,000	\$ -
52	Fountain Service Repairs & Maintenance	\$ 550	\$ 1,320	\$ 10,000	\$ 8,680	\$ 10,500	\$ 500
53	Stormwater System Maintenance	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 25,000	\$ 15,000
54	Other Physical Environment						
55	General Liability & Property Insurance	\$ 11,944	\$ 11,944	\$ 14,000	\$ 2,056	\$ 14,000	\$ -
56	Irrigation Repairs	\$ 31,830	\$ 76,392	\$ 65,000	\$ (11,392)	\$ 65,000	\$ -
57	Landscape - Mulch	\$ 63,500	\$ 63,500	\$ 63,500	\$ -	\$ 68,000	\$ 4,500
58	Landscape Field Services	\$ 3,800	\$ 9,120	\$ 15,000	\$ 5,880	\$ 15,000	\$ -
59	Landscape Maintenance	\$ 108,427	\$ 337,000	\$ 337,000	\$ -	\$ 420,000	\$ 83,000
60	Landscape Replacement Plants, Annuals, Shrubs, Trees	\$ 950	\$ 46,800	\$ 50,000	\$ 3,200	\$ 55,000	\$ 5,000
61	Road & Street Facilities						
62	Sidewalk Pressure Washing	\$ 43,031	\$ 43,031	\$ 85,000	\$ 41,969	\$ 55,000	\$ (30,000)
63	Sidewalk Repair	\$ 46,260	\$ 46,260	\$ 45,000	\$ (1,260)	\$ 30,000	\$ (15,000)
64	Parks & Recreation						
65	Infrastructure Annual Inspection	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 23,000	\$ 13,000
66	Wildlife Service	\$ 227	\$ 2,043	\$ 4,500	\$ 2,457	\$ 4,500	
68	Contingency						
69	Miscellaneous Contingency	\$ 6,443	\$ 15,463	\$ 20,000	\$ 4,537	\$ 20,000	\$ -
70							
71	Field Operations Subtotal	\$ 350,767	\$ 826,012	\$ 911,000	\$ 84,988	\$ 991,110	\$ 80,110

2

Comments

[illegible]

Approved Proposed Budget Heritage Isle at Viera Community Development District General Fund Fiscal Year 2026/2027							
	Chart of Accounts Classification	Actual YTD through 02/28/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
72							
73	TOTAL EXPENDITURES	\$ 406,782	\$ 965,855	\$ 1,054,720	\$ 88,865	\$ 1,138,134	\$ 83,414
74							
75	EXCESS OF REVENUES OVER EXPENDITURES	\$ 601,012	\$ 100,115	\$ -	\$ 100,115	\$ -	\$ -
76							

3
Comments

Approved Proposed Budget Heritage Isle at Viera Community Development District Reserve Fund Fiscal Year 2026/2027

Chart of Accounts Classification		Actual YTD through 02/28/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
1							
2	ASSESSMENT REVENUES						
3							
4	Special Assessments						
5	Tax Roll	\$ 178,000	\$ 178,000	\$ 178,000	\$ -	\$ 234,000	\$ 56,000
6							
7	Assessment Revenue Subtotal	\$ 178,000	\$ 178,000	\$ 178,000	\$ -	\$ 234,000	\$ 56,000
8							
9	OTHER REVENUES						
10							
11	Interest Earnings						
13	Other Miscellaneous Revenues						
14	Balance Forward from Prior Year	\$ -	\$ 113,000	\$ 113,000	\$ -	\$ 57,000	\$ (56,000)
15							
16	Other Revenue Subtotal	\$ -	\$ 113,000	\$ 113,000	\$ -	\$ 57,000	\$ (56,000)
17							
18	TOTAL REVENUES	\$ 178,000	\$ 291,000	\$ 291,000	\$ -	\$ 291,000	\$ -
19							
20	EXPENDITURES						
21							
22	Other Physical Environment						
23	Irrigation Pump Station Reserve	\$ 2,046	\$ 4,910	\$ 74,000	\$ 69,090	\$ 74,000	\$ -
24	Irrigation Repair- Controller Replacements Reserve	\$ -	\$ -	\$ 55,000	\$ 55,000	\$ 55,000	\$ -
26	Street Tree Replacement Reserve	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ -
27	Tree Trimming Reserve	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ -
28	Road & Street Facilities						
30	Sidewalk Reserve	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ -
31	Parks & Recreation						
32	Miscellaneous Parks and Infrastructure Reserve	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
33	Pedestrian Bridge Reserve	\$ -	\$ -	\$ 57,000	\$ 57,000	\$ 57,000	\$ -
34							
35	TOTAL EXPENDITURES	\$ 2,046	\$ 4,910	\$ 291,000	\$ 286,090	\$ 291,000	\$ -
36							
37	EXCESS OF REVENUES OVER EXPENDITURES	\$ 175,954	\$ 286,090	\$ -	\$ 286,090	\$ -	\$ -

4

Comments

[illegible]

Debt Service

Fiscal Year 2026/2027

Chart of Accounts Classification	Series 2013A-1	Series 2013A-2	Series 2017	Budget for 2026/2027
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 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2026/2027 O&M Budget:		\$1,372,133.96	2025/2026 O&M Budget:	\$1,232,720.00
Collection Costs:	2%	\$29,194.34	2026/2027 O&M Budget:	\$1,372,133.96
Early Payment Discounts:	4%	\$58,388.68		
2026/2027 Total:		<u>\$1,459,716.98</u>	Total Difference:	<u>\$139,413.96</u>

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2025/2026	2026/2027	\$	%
South					
Villa	Series 2013A-1/A-2 Debt Service	\$293.76	\$293.76	\$0.00	0.00%
	Operations/Maintenance	\$748.81	\$849.92	\$101.11	13.50%
	Total	\$1,042.57	\$1,143.68	\$101.11	9.70%
Duplex	Series 2013A-1/A-2 Debt Service	\$398.68	\$398.68	\$0.00	0.00%
	Operations/Maintenance	\$789.66	\$885.41	\$95.75	12.13%
	Total	\$1,188.34	\$1,284.09	\$95.75	8.06%
Single Family 50'	Series 2013A-1/A-2 Debt Service	\$482.61	\$482.61	\$0.00	0.00%
	Operations/Maintenance	\$830.51	\$920.90	\$90.39	10.88%
	Total	\$1,313.12	\$1,403.51	\$90.39	6.88%
Single Family 70'	Series 2013A-1/A-2 Debt Service	\$587.52	\$587.52	\$0.00	0.00%
	Operations/Maintenance	\$895.87	\$977.69	\$81.82	9.13%
	Total	\$1,483.39	\$1,565.21	\$81.82	5.52%
North					
Condo	Series 2017 Debt Service	\$291.54	\$291.54	\$0.00	0.00%
	Operations/Maintenance	\$748.81	\$849.92	\$101.11	13.50%
	Total	\$1,040.35	\$1,141.46	\$101.11	9.72%
Villa	Series 2017 Debt Service	\$291.54	\$291.54	\$0.00	0.00%
	Operations/Maintenance	\$748.81	\$849.92	\$101.11	13.50%
	Total	\$1,040.35	\$1,141.46	\$101.11	9.72%
Single Family 50'	Series 2017 Debt Service	\$478.96	\$478.96	\$0.00	0.00%
	Operations/Maintenance	\$830.51	\$920.90	\$90.39	10.88%
	Total	\$1,309.47	\$1,399.86	\$90.39	6.90%
Single Family 60'	Series 2017 Debt Service	\$541.44	\$541.44	\$0.00	0.00%
	Operations/Maintenance	\$863.19	\$949.30	\$86.11	9.98%
	Total	\$1,404.63	\$1,490.74	\$86.11	6.13%
Single Family 70'	Series 2017 Debt Service	\$583.09	\$583.09	\$0.00	0.00%
	Operations/Maintenance	\$895.87	\$977.69	\$81.82	9.13%
	Total	\$1,478.96	\$1,560.78	\$81.82	5.53%
Clubhouse	Operations/Maintenance	\$1,320.70	\$1,346.83	\$26.13	1.98%
	Total	\$1,320.70	\$1,346.83	\$26.13	1.98%

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT															7										
FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE																									
				TOTAL EQUALIZED O&M BUDGET					\$1,176,633.96						TOTAL STRATIFIED O&M BUDGET					\$195,500.00					
				COLLECTION COST @					2.0%		\$25,034.77				COLLECTION COSTS @					2.0%		\$4,159.57			
				EARLY PAYMENT DISCOUNT @					4.0%		\$50,069.53				EARLY PAYMENT DISCOUNT @					4.0%		\$8,319.15			
				TOTAL EQUALIZED O&M ASSESSMENT							\$1,251,738.26				TOTAL STRATIFIED O&M ASSESSMENT							\$207,978.72			
UNITS ASSESSED					ALLOCATION OF O&M ASSESSMENT					ALLOCATION OF STRATIFIED O&M ASSESSMENT					PER LOT ANNUAL ASSESSMENT										
		SERIES 2013A-1/A-2	SERIES 2017		EAU	TOTAL	% TOTAL	TOTAL	Per Unit	EAU	TOTAL	% TOTAL	TOTAL	Per Unit	TOTAL O&M	SERIES 2013A-1	SERIES 2013A-2	SERIES 2017							
		DEBT SERVICE ⁽¹⁾	DEBT SERVICE ⁽¹⁾		FACTOR	EAU's	EAU's	BUDGET	O&M	FACTOR	EAU's	EAU's	BUDGET	O&M	PER UNIT	DEBT SERVICE ⁽²⁾	DEBT SERVICE ⁽²⁾	DEBT SERVICE ⁽²⁾	TOTAL ⁽²⁾						
<i>South</i>																									
	Villa	82	81	0	1.00	82.00	5.10%	\$63,872.14	\$778.93	0.50	41.00	2.80%	\$5,820.96	\$70.99	\$849.92	\$258.58	\$35.18	\$0.00	\$1,143.68						
	Duplex	146	146	0	1.00	146.00	9.09%	\$113,723.58	\$778.93	0.75	109.50	7.47%	\$15,546.23	\$106.48	\$885.41	\$350.93	\$47.75	\$0.00	\$1,284.09						
	SF 50'	371	369	0	1.00	371.00	23.09%	\$288,982.51	\$778.93	1.00	371.00	25.33%	\$52,672.61	\$141.97	\$920.90	\$424.81	\$57.80	\$0.00	\$1,403.51						
	SF 70'	128	126	0	1.00	128.00	7.97%	\$99,702.86	\$778.93	1.40	179.20	12.23%	\$25,441.86	\$198.76	\$977.69	\$517.16	\$70.36	\$0.00	\$1,565.21						
<i>North</i>																									
	Condo	120	0	119	1.00	120.00	7.47%	\$93,471.43	\$778.93	0.50	60.00	4.10%	\$8,518.48	\$70.99	\$849.92	\$0.00	\$0.00	\$291.54	\$1,141.46						
	Villa	254	0	253	1.00	254.00	15.81%	\$197,847.86	\$778.93	0.50	127.00	8.67%	\$18,030.79	\$70.99	\$849.92	\$0.00	\$0.00	\$291.54	\$1,141.46						
	SF 50'	227	0	227	1.00	227.00	14.13%	\$176,816.79	\$778.93	1.00	227.00	15.50%	\$32,228.25	\$141.97	\$920.90	\$0.00	\$0.00	\$478.96	\$1,399.86						
	SF 60'	215	0	215	1.00	215.00	13.38%	\$167,469.65	\$778.93	1.20	258.00	17.61%	\$36,629.47	\$170.37	\$949.30	\$0.00	\$0.00	\$541.44	\$1,490.74						
	SF 70'	63	0	63	1.00	63.00	3.92%	\$49,072.50	\$778.93	1.40	88.20	6.02%	\$12,522.17	\$198.76	\$977.69	\$0.00	\$0.00	\$583.09	\$1,560.78						
	Clubhouse	1	0	0	1.00	1.00	0.06%	\$778.93	\$778.93	4.00	4.00	0.27%	\$567.90	\$567.90	\$1,346.83	\$0.00	\$0.00	\$0.00	\$1,346.83						
Total Community		1607	722	877	1607.00 100.00% \$1,251,738.26					1464.90 100.00% \$207,978.72															
LESS: Brevard County Collection Costs (2%) and Early Payment Discounts (4%):															(\$75,104.30)					(\$12,478.72)					
Net Revenue to be Collected										\$1,176,633.96					\$195,500.00										
⁽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 2026 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 day 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.

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.

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 be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

TAB 9

RESOLUTION 2026-07
[FY 2027 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Heritage Isle at Viera Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Brevard County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.
2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**
 - a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
- 3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby certifies for collection the FY 2027 installment of the District’s previously levied debt service special assessments (“**Debt Assessments**,” and together with the O&M Assessments, the “**Assessments**”) in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
- 4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Future Collection Methods.** The District’s decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
- 5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

6. **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.
7. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 21st DAY OF JULY, 2026.

ATTEST:

**HERITAGE ISLE AT VIERA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget

Exhibit B: Assessment Roll



Rizzetta & Company

Heritage Isle at Viera Community Development District

<https://heritageisleatvieracdd.org>

Approved Proposed Budget for Fiscal Year 2026-2027

TABLE OF CONTENTS

	<u>Page</u>
General Fund Budget for Fiscal Year 2026-2027	1
Reserve Fund Budget for Fiscal Year 2026-2027	4
Debt Service Fund Budget for Fiscal Year 2026-2027	5
Assessment Charts for Fiscal Year 2026-2027	6
General Fund Budget Account Category Descriptions	8
Reserve Fund Budget Account Category Descriptions	16
Debt Service Fund Budget Account Category Descriptions	17

Approved Proposed Budget
Heritage Isle at Viera Community Development District
General Fund
Fiscal Year 2026/2027

Chart of Accounts Classification		Actual YTD through 02/28/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
1							
2	ASSESSMENT REVENUES						
3							
4	Special Assessments						
5	Tax Roll	\$ 1,003,106	\$ 1,054,720	\$ 1,054,720	\$ -	\$ 1,138,134	\$ 83,414
6							
7	Assessment Revenue Subtotal	\$ 1,003,106	\$ 1,054,720	\$ 1,054,720	\$ -	\$ 1,138,134	\$ 83,414
8							
9	OTHER REVENUES						
10							
11	Interest Earnings						
12	Interest Earnings	\$ 4,688	\$ 11,250	\$ -	\$ 11,250	\$ -	\$ -
13	Other Miscellaneous Revenues						
15							
16	Other Revenue Subtotal	\$ 4,688	\$ 11,250	\$ -	\$ 11,250	\$ -	\$ -
17							
18	TOTAL REVENUES	\$ 1,007,794	\$ 1,065,970	\$ 1,054,720	\$ 11,250	\$ 1,138,134	\$ 83,414
19							
20	EXPENDITURES - ADMINISTRATIVE						
21							
22	Legislative						
23	Supervisor Fees	\$ 2,000	\$ 4,800	\$ 6,000	\$ 1,200	\$ 6,000	\$ -
24	Financial & Administrative						
25	Accounting Services	\$ 7,508	\$ 22,523	\$ 22,523	\$ -	\$ 23,199	\$ 676
26	Administrative Services	\$ 2,239	\$ 6,717	\$ 6,717	\$ -	\$ 6,919	\$ 202
27	Arbitrage Rebate Calculation	\$ -	\$ 1,050	\$ 1,050	\$ -	\$ 1,050	\$ -
28	Assessment Roll	\$ 5,678	\$ 5,678	\$ 5,678	\$ -	\$ 5,848	\$ 170
29	Auditing Services	\$ -	\$ 4,300	\$ 4,000	\$ (300)	\$ 4,515	\$ 515
30	Disclosure Report	\$ 667	\$ 2,000	\$ 2,000	\$ -	\$ 2,000	\$ -
31	District Engineer	\$ 3,984	\$ 11,952	\$ 15,000	\$ 3,048	\$ 15,000	\$ -
32	District Management	\$ 13,195	\$ 39,584	\$ 39,584	\$ -	\$ 40,772	\$ 1,188
33	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -
34	Financial & Revenue Collections	\$ 1,893	\$ 5,678	\$ 5,678	\$ -	\$ 5,962	\$ 284
35	Legal Advertising	\$ 350	\$ 2,500	\$ 3,500	\$ 1,000	\$ 3,500	\$ -

1

Comments

[illegible]

2 Reports for 2 Bond Series 2013 & 2017

Refelcts current contracted amount

decreasing based off projections

Approved Proposed Budget

Heritage Isle at Viera Community Development District

General Fund

Fiscal Year 2026/2027

Chart of Accounts Classification		Actual YTD through 02/28/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
36	Miscellaneous Fees	\$ 1,660	\$ 1,660	\$ 1,096	\$ (564)	\$ 1,096	\$ -
37	Public Officials Liability Insurance	\$ 3,566	\$ 3,566	\$ 3,869	\$ 303	\$ 4,139	\$ 270
38	Trustees Fees	\$ 4,804	\$ 7,750	\$ 7,750	\$ -	\$ 7,750	\$ -
39	Website Hosting, Maintenance & Compliance	\$ 824	\$ 1,978	\$ 4,100	\$ 2,122	\$ 4,100	\$ -
40	Legal Counsel						
41	District Counsel	\$ 7,472	\$ 17,933	\$ 15,000	\$ (2,933)	\$ 15,000	\$ -
42							
43	Administrative Subtotal	\$ 56,015	\$ 139,843	\$ 143,720	\$ 3,877	\$ 147,024	\$ 3,304
44							
45	EXPENDITURES - FIELD OPERATIONS						
46							
47	Electric Utility Services						
49	Utility Services	\$ 21,759	\$ 137,000	\$ 137,000	\$ -	\$ 141,110	\$ 4,110
50	Stormwater Control						
51	Aquatic Maintenance	\$ 12,046	\$ 36,139	\$ 45,000	\$ 8,861	\$ 45,000	\$ -
52	Fountain Service Repairs & Maintenance	\$ 550	\$ 1,320	\$ 10,000	\$ 8,680	\$ 10,500	\$ 500
53	Stormwater System Maintenance	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 25,000	\$ 15,000
54	Other Physical Environment						
55	General Liability & Property Insurance	\$ 11,944	\$ 11,944	\$ 14,000	\$ 2,056	\$ 14,000	\$ -
56	Irrigation Repairs	\$ 31,830	\$ 76,392	\$ 65,000	\$ (11,392)	\$ 65,000	\$ -
57	Landscape - Mulch	\$ 63,500	\$ 63,500	\$ 63,500	\$ -	\$ 68,000	\$ 4,500
58	Landscape Field Services	\$ 3,800	\$ 9,120	\$ 15,000	\$ 5,880	\$ 15,000	\$ -
59	Landscape Maintenance	\$ 108,427	\$ 337,000	\$ 337,000	\$ -	\$ 420,000	\$ 83,000
60	Landscape Replacement Plants, Annuals, Shrubs, Trees	\$ 950	\$ 46,800	\$ 50,000	\$ 3,200	\$ 55,000	\$ 5,000
61	Road & Street Facilities						
62	Sidewalk Pressure Washing	\$ 43,031	\$ 43,031	\$ 85,000	\$ 41,969	\$ 55,000	\$ (30,000)
63	Sidewalk Repair	\$ 46,260	\$ 46,260	\$ 45,000	\$ (1,260)	\$ 30,000	\$ (15,000)
64	Parks & Recreation						
65	Infrastructure Annual Inspection	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 23,000	\$ 13,000
66	Wildlife Service	\$ 227	\$ 2,043	\$ 4,500	\$ 2,457	\$ 4,500	
68	Contingency						
69	Miscellaneous Contingency	\$ 6,443	\$ 15,463	\$ 20,000	\$ 4,537	\$ 20,000	\$ -
70							
71	Field Operations Subtotal	\$ 350,767	\$ 826,012	\$ 911,000	\$ 84,988	\$ 991,110	\$ 80,110

2

Comments

Considering 5% increases for general services.
Accounting for 7% increase.
Per YTD Services and Agreements
decreasing based off projections
Accounting for 3% increase
Quarterly service and misc. repairs.
BOS is looking to do several storm drain cleanings next FY.
Adjusted Based Projections.
Cuurent cost for annual mulch
Est. of New FY 26-27 Agreement, Including Tree Pruning Palms
Considering a variable increase due to recent cold snap
For continued sidewalk repairs

Considering 5% increases for general services.

Accounting for 7% increase.

Per YTD Services and Agreements

decreasing based off projections

Accounting for 3% increase

Quarterly service and misc. repairs.

BOS is looking to do several storm drain cleanings next FY.

Adjusted Based Projections.

Cuurent cost for annual mulch

Est. of New FY 26-27 Agreement, Including Tree Pruning Palms
--

Considering a variable increase due to recent cold snap

For continued sidewalk repairs

Approved Proposed Budget
Heritage Isle at Viera Community Development District
General Fund
Fiscal Year 2026/2027

	Chart of Accounts Classification	Actual YTD through 02/28/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
72							
73	TOTAL EXPENDITURES	\$ 406,782	\$ 965,855	\$ 1,054,720	\$ 88,865	\$ 1,138,134	\$ 83,414
74							
75	EXCESS OF REVENUES OVER EXPENDITURES	\$ 601,012	\$ 100,115	\$ -	\$ 100,115	\$ -	\$ -
76							

Comments

Approved Proposed Budget Heritage Isle at Viera Community Development District Reserve Fund Fiscal Year 2026/2027

Chart of Accounts Classification		Actual YTD through 02/28/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
1							
2	ASSESSMENT REVENUES						
3							
4	Special Assessments						
5	Tax Roll	\$ 178,000	\$ 178,000	\$ 178,000	\$ -	\$ 234,000	\$ 56,000
6							
7	Assessment Revenue Subtotal	\$ 178,000	\$ 178,000	\$ 178,000	\$ -	\$ 234,000	\$ 56,000
8							
9	OTHER REVENUES						
10							
11	Interest Earnings						
13	Other Miscellaneous Revenues						
14	Balance Forward from Prior Year	\$ -	\$ 113,000	\$ 113,000	\$ -	\$ 57,000	\$ (56,000)
15							
16	Other Revenue Subtotal	\$ -	\$ 113,000	\$ 113,000	\$ -	\$ 57,000	\$ (56,000)
17							
18	TOTAL REVENUES	\$ 178,000	\$ 291,000	\$ 291,000	\$ -	\$ 291,000	\$ -
19							
20	EXPENDITURES						
21							
22	Other Physical Environment						
23	Irrigation Pump Station Reserve	\$ 2,046	\$ 4,910	\$ 74,000	\$ 69,090	\$ 74,000	\$ -
24	Irrigation Repair- Controller Replacements Reserve	\$ -	\$ -	\$ 55,000	\$ 55,000	\$ 55,000	\$ -
26	Street Tree Replacement Reserve	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ -
27	Tree Trimming Reserve	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ -
28	Road & Street Facilities						
30	Sidewalk Reserve	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ -
31	Parks & Recreation						
32	Miscellaneous Parks and Infrastructure Reserve	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
33	Pedestrian Bridge Reserve	\$ -	\$ -	\$ 57,000	\$ 57,000	\$ 57,000	\$ -
34							
35	TOTAL EXPENDITURES	\$ 2,046	\$ 4,910	\$ 291,000	\$ 286,090	\$ 291,000	\$ -
36							
37	EXCESS OF REVENUES OVER EXPENDITURES	\$ 175,954	\$ 286,090	\$ -	\$ 286,090	\$ -	\$ -

4

Comments

[illegible]

Debt Service

Fiscal Year 2026/2027

Chart of Accounts Classification	Series 2013A-1	Series 2013A-2	Series 2017	Budget for 2026/2027
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 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2026/2027 O&M Budget:		\$1,372,133.96	2025/2026 O&M Budget:	\$1,232,720.00
Collection Costs:	2%	\$29,194.34	2026/2027 O&M Budget:	\$1,372,133.96
Early Payment Discounts:	4%	\$58,388.68		
2026/2027 Total:		<u>\$1,459,716.98</u>	Total Difference:	<u>\$139,413.96</u>

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2025/2026	2026/2027	\$	%
South					
Villa	Series 2013A-1/A-2 Debt Service	\$293.76	\$293.76	\$0.00	0.00%
	Operations/Maintenance	\$748.81	\$849.92	\$101.11	13.50%
	Total	\$1,042.57	\$1,143.68	\$101.11	9.70%
Duplex	Series 2013A-1/A-2 Debt Service	\$398.68	\$398.68	\$0.00	0.00%
	Operations/Maintenance	\$789.66	\$885.41	\$95.75	12.13%
	Total	\$1,188.34	\$1,284.09	\$95.75	8.06%
Single Family 50'	Series 2013A-1/A-2 Debt Service	\$482.61	\$482.61	\$0.00	0.00%
	Operations/Maintenance	\$830.51	\$920.90	\$90.39	10.88%
	Total	\$1,313.12	\$1,403.51	\$90.39	6.88%
Single Family 70'	Series 2013A-1/A-2 Debt Service	\$587.52	\$587.52	\$0.00	0.00%
	Operations/Maintenance	\$895.87	\$977.69	\$81.82	9.13%
	Total	\$1,483.39	\$1,565.21	\$81.82	5.52%
North					
Condo	Series 2017 Debt Service	\$291.54	\$291.54	\$0.00	0.00%
	Operations/Maintenance	\$748.81	\$849.92	\$101.11	13.50%
	Total	\$1,040.35	\$1,141.46	\$101.11	9.72%
Villa	Series 2017 Debt Service	\$291.54	\$291.54	\$0.00	0.00%
	Operations/Maintenance	\$748.81	\$849.92	\$101.11	13.50%
	Total	\$1,040.35	\$1,141.46	\$101.11	9.72%
Single Family 50'	Series 2017 Debt Service	\$478.96	\$478.96	\$0.00	0.00%
	Operations/Maintenance	\$830.51	\$920.90	\$90.39	10.88%
	Total	\$1,309.47	\$1,399.86	\$90.39	6.90%
Single Family 60'	Series 2017 Debt Service	\$541.44	\$541.44	\$0.00	0.00%
	Operations/Maintenance	\$863.19	\$949.30	\$86.11	9.98%
	Total	\$1,404.63	\$1,490.74	\$86.11	6.13%
Single Family 70'	Series 2017 Debt Service	\$583.09	\$583.09	\$0.00	0.00%
	Operations/Maintenance	\$895.87	\$977.69	\$81.82	9.13%
	Total	\$1,478.96	\$1,560.78	\$81.82	5.53%
Clubhouse	Operations/Maintenance	\$1,320.70	\$1,346.83	\$26.13	1.98%
	Total	\$1,320.70	\$1,346.83	\$26.13	1.98%

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%	\$63,872.14	\$778.93	0.50	41.00	2.80%	\$5,820.96	\$70.99	\$849.92	\$258.58	\$35.18	\$0.00	\$1,143.68
Duplex	146	146	0	1.00	146.00	9.09%	\$113,723.58	\$778.93	0.75	109.50	7.47%	\$15,546.23	\$106.48	\$885.41	\$350.93	\$47.75	\$0.00	\$1,284.09
SF 50'	371	369	0	1.00	371.00	23.09%	\$288,982.51	\$778.93	1.00	371.00	25.33%	\$52,672.61	\$141.97	\$920.90	\$424.81	\$57.80	\$0.00	\$1,403.51
SF 70'	128	126	0	1.00	128.00	7.97%	\$99,702.86	\$778.93	1.40	179.20	12.23%	\$25,441.86	\$198.76	\$977.69	\$517.16	\$70.36	\$0.00	\$1,565.21
North																		
Condo	120	0	119	1.00	120.00	7.47%	\$93,471.43	\$778.93	0.50	60.00	4.10%	\$8,518.48	\$70.99	\$849.92	\$0.00	\$0.00	\$291.54	\$1,141.46
Villa	254	0	253	1.00	254.00	15.81%	\$197,847.86	\$778.93	0.50	127.00	8.67%	\$18,030.79	\$70.99	\$849.92	\$0.00	\$0.00	\$291.54	\$1,141.46
SF 50'	227	0	227	1.00	227.00	14.13%	\$176,816.79	\$778.93	1.00	227.00	15.50%	\$32,228.25	\$141.97	\$920.90	\$0.00	\$0.00	\$478.96	\$1,399.86
SF 60'	215	0	215	1.00	215.00	13.38%	\$167,469.65	\$778.93	1.20	258.00	17.61%	\$36,629.47	\$170.37	\$949.30	\$0.00	\$0.00	\$541.44	\$1,490.74
SF 70'	63	0	63	1.00	63.00	3.92%	\$49,072.50	\$778.93	1.40	88.20	6.02%	\$12,522.17	\$198.76	\$977.69	\$0.00	\$0.00	\$583.09	\$1,560.78
Clubhouse	1	0	0	1.00	1.00	0.06%	\$778.93	\$778.93	4.00	4.00	0.27%	\$567.90	\$567.90	\$1,346.83	\$0.00	\$0.00	\$0.00	\$1,346.83
Total Community	1607	722	877		1607.00	100.00%	\$1,251,738.26			1464.90	100.00%	\$207,978.72						

(\$12,478.72)

⁽³⁾ Annual assessment that will appear on November 2026 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 day 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.

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.

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 be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

TAB 10

RESOLUTION 2026-08

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

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

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

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

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

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

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

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

PASSED AND ADOPTED this 21st day of July, 2026.

ATTEST:

**HERITAGE ISLE AT VIERA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

**RULES OF PROCEDURE
HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-____**

EFFECTIVE AS OF _____, 2026

TABLE OF CONTENTS

Rule 1.0	General.....	2
Rule 1.1	Board of Supervisors; Officers and Voting.	3
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.	7
Rule 1.3	Public Meetings, Hearings, and Workshops.	10
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse.....	15
Rule 2.0	Rulemaking Proceedings.	16
Rule 3.0	Competitive Purchase.	29
Rule 3.1	Procedure Under the Consultants' Competitive Negotiations Act.	34
Rule 3.2	Procedure Regarding Auditor Selection.	38
Rule 3.3	Purchase of Insurance.	42
Rule 3.4	Pre-qualification.....	44
Rule 3.5	Construction Contracts, Not Design-Build.	49
Rule 3.6	Construction Contracts, Design-Build.	54
Rule 3.7	Payment and Performance Bonds.	59
Rule 3.8	Goods, Supplies, and Materials.	60
Rule 3.9	Maintenance Services.	64
Rule 3.10	Contractual Services.	67
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.....	68
Rule 4.0	Effective Date.	71

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

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

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

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

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

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

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

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

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

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

- (3) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“**RFP**”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Rule 3.3 Purchase of Insurance.

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

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

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - (v) The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- (xii) The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;
- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

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

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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