



Meadow Pointe II CDD

December 17, 2025

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Agenda

Board of Supervisors

- John Picarelli, Chairperson
- Robert Signoretti, Vice Chairperson
- Chris Kluender, Assistant Secretary
- Kyle Molder, Assistant Secretary
- Jamie Childers, Assistant Secretary

- Jayna Cooper, District Manager
- Lindsay Moczynski, District Counsel
- Jerry Whited, District Counsel
- Justin Wright, Operations Manager

Wednesday, December 17, 2025 – 6:30 p.m.
Regular Meeting Agenda

Communications Media Technology Via Zoom:

<https://us02web.zoom.us/j/4527478885?pwd=SWJycEJVU1VjSmVvSWRVeDJlcWIrZz09&omn=87393916259>

Meeting ID: 452 747 8885 Passcode: 6DfetC
Call In #: 1-929-205-6099

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance/Moment of Silence for our Fallen Service Members and First Responders**
- 4. Discussion on District Security Systems***
- 5. Additions or Corrections to the Agenda**
- 6. Audience Comments (Comments will be limited to three minutes.)**
- 7. District Manager Report**
 - A. Presentation of Annual Arbitrage Proposal Special Assessment Bonds 2018
 - B. Consideration of Resolution 2026-03 Authorizing Spending Authority
 - C. Consideration of Resolution 2026-04 General Election Resolution and Notice
- 8. District Engineer Report**
 - A. Authorization to Complete Public Facilities Report
 - B. BDI FY 2026 CDD Labor Rate Sheet
- 9. District Counsel Report**
 - A. Update from Andy Cohens office on DRVC case
 - B. Update on public hearing with Pasco Planning Board
 - C. Discussion on Resolution Setting Public Hearing on Rules of Procedure
 - D. Brief update on any open cases
- 10. Consent Agenda**
 - A. DRVC Violation log/pictures
 - B. Approval of Meeting Minutes from November 5, 2025
 - C. Approval of Meeting Minutes from November 19, 2025
 - D. Ratification of the Pasco Sheriff Application and Agreement
- 11. Government/Community Updates**
 - A. Community Representative Update
 - i. Update on off duty Pasco County Sheriff Officer
 - B. Event Planning Coordinator Update on Next Event
 - i. Next Event Update
- 12. Architectural Review Discussion Items**
- 13. Non-Staff Reports**
- 14. Operations Manager Report**
- 15. Approval/Disapproval/Discussion**
- 16. Audience Comments (Comments will be limited to three minutes.)**
- 17. Supervisor Comments**
- 18. Adjournment**

Discussion of District Security Systems *

- 1 Note: In accordance with Sections 119.071(3)(a) and 286.0113(1), Florida Statutes, a portion of the meeting may be closed to the public, as it relates to details of the District's security system plan. The closed session may occur at any time during the meeting and is expected to last approximately thirty (30) minutes but may end earlier or extend longer.**

Management

Inframark Management Services
11555 Heron Bay, Suite 204
Coral Springs, Florida 33076
(954)-603-0055

Meeting Location

Meadow Pointe II Clubhouse
30051 County Line Road
Wesley Chapel, FL 33543
(813)-991-5016

Board Workshop
Agenda Items for Board Discussion
(No Motions/ Votes Accepted. Board Discussions Only)

1. Call to Order

2. Items for Discussion

A. Discussion on deed restriction rules, policies and rates

Adjournment

The next CDD Meeting is scheduled for Wednesday, January 7, 2026, at 6:30 p.m.

Arbitrage Rebate Counselors, LLC
Arbitrage Rebate Compliance for Issuers of Tax-Exempt Bonds

November 12, 2025

Meadow Pointe II Community Development District
c/o Jayna Cooper, District Manager
Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

Re: Proposal – Annual Arbitrage Calculations – Meadow Pointe II CDD – \$8,425,000 Special Assessment Bonds, Series 2018 (the “2018 Series”)

Dear Meadow Pointe II Community Development District:

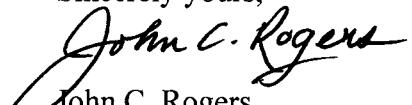
Arbitrage Rebate Counselors hereby contracts with Meadow Pointe II Community Development District to provide annual arbitrage calculations for the above-referenced 2018 Series.

The annual arbitrage calculations for the 2018 Series will cover the one-year period October 31, 2023 to October 31, 2024, and each successive one-year period thereafter ending on October 31st.

Services to be provided include: (1) obtaining all relevant records, (2) compiling a computerized record of all project investments, interest earnings and disbursements, (3) calculating bond yield, (4) computing arbitrage liability, (5) performing “spending exceptions” analysis, (6) preparing arbitrage opinion letter, and (7) assisting with arrangements for paying any arbitrage due.

Our fee to prepare each annual arbitrage calculation for the 2018 Series is \$400.00. Meadow Pointe II CDD may terminate this contract at any time at its discretion.

Sincerely yours,


John C. Rogers
President

Acknowledged and accepted:

Signed: _____
Name: _____
Title: _____
Date: _____

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT CONFIRMING AUTHORIZATION TO PAY INVOICES FOR WORK PREVIOUSLY APPROVED; AUTHORIZING THE CHAIR OR VICE CHAIR OF THE BOARD OF SUPERVISORS AND THE DISTRICT MANAGER TO ENTER INTO TIME SENSITIVE AND EMERGENCY CONTRACTS AND DISBURSE FUNDS FOR PAYMENT OF CERTAIN EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR THE REPEAL OF PRIOR SPENDING AUTHORIZATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Meadow Pointe II Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) meets monthly or more often as may be necessary to conduct the business of the District, including approval of proposals, authorizing the entering into of agreements or contracts, and authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board contracted with the District Manager to timely pay the District’s vendors and perform other management functions; and

WHEREAS, the Board desires to confirm that the District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board and such payments do not need to be approved by the Board prior to payment; and

WHEREAS, the Board recognizes that certain time sensitive or emergency issues may arise from time to time that require approval outside of regular monthly meetings; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring, and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board has determined that it is in the best interests of the District, and is necessary for the efficient administration of District operations; the health, safety, and welfare of the residents within the District; and the preservation of District assets and facilities, to authorize

limited spending authority to the Chair (or Vice Chair, if the Chair is unavailable) of the Board and the District Manager between regular monthly meetings, for work and services that are time sensitive and/or emergency in nature.

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

1. Authorization to Pay Invoices for Work Previously Approved. The District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board in accordance with such contracts and such payments do not need to be approved by the Board prior to payment nor do they need to be re-approved by the Board at a future meeting.

2. Limited Spending Authorization. The Board hereby authorizes the individuals stated below to exercise their judgment to enter into time sensitive and emergency contracts and disburse funds up to the amounts stated below, without prior Board approval for expenses (1) that are required to provide for the health, safety, and welfare of the residents within the District; (2) for the maintenance, repair, or replacement of a District asset; or (3) to remedy an unforeseen disruption in services relating to the District's facilities or assets, if such disruption would result in significantly higher expenses unless the contract is entered into immediately.

- a. The District Manager may individually authorize such expense up to \$2,500.00 per proposal and/or event.
- b. The Chair (or Vice Chair, if the Chair is unavailable) may individually authorize such expenses up to \$10,000.00 per proposal and/or event.
- c. The District Manager and Chair (or Vice Chair, if the Chair is unavailable) may jointly authorize such expenses up to \$25,000.00 per proposal and/or event.

3. Ratification of Spending Authorization at Future Meeting. Any payment made or contract entered into pursuant to this Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

4. Repeal of Prior Spending Authorizations. All prior spending authorizations approved by resolution or motion of the Board are hereby repealed.

5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 17th DAY OF DECEMBER 2025.

ATTEST:

**MEADOW POINTE II
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)2.C., FLORIDA STATUTES AND INSTRUCTING THE PASCO COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT THE DISTRICT'S GENERAL ELECTION; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Meadow Pointe II Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Pasco County, Florida;

WHEREAS, the Board of Supervisors of the District (the “**Board**”) seeks to implement Section 190.006(3)(a)2.c., *Florida Statutes*, and to instruct the Supervisor of Elections for Pasco County, Florida (“**Supervisor of Elections**”), to conduct the District’s elections by the qualified electors of the District at the 2026 general election (“**General Election**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT:

1. CURRENT BOARD MEMBERS. The Board is currently made up of the following individuals, seats and terms:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Chris Kluender	November 2028
2	Kyle Molder	November 2026
3	Jamie Childers	November 2026
4	John Picarelli	November 2026
5	Robert Signoretti	November 2028

2. GENERAL ELECTION SEATS. Seat 2, Seat 3, and Seat 4 with terms expiring in November 2026 are scheduled for the General Election in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections of the seats subject to General Election for the current election year, and for each subsequent election year.

3. QUALIFICATION PROCESS. For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Pasco County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

4. COMPENSATION. Each member of the Board is entitled to receive \$200 per meeting for their attendance; up to a maximum of \$4,800 per year.

5. TERM OF OFFICE. The term of office for the individuals to be elected to the Board in the General Election is four (4) years. The newly elected Board members shall assume office on the second Tuesday following the election.

6. REQUEST TO SUPERVISOR OF ELECTIONS. The District hereby requests that the Supervisor of Elections conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor of Elections.

7. PUBLICATION. The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

8. 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.

9. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 17th day of December 2025.

ATTEST:

**MEADOW POINTE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

Exhibit A: Sample Notice of Qualifying Period

EXHIBIT A
SAMPLE NOTICE OF QUALIFYING PERIOD

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Meadow Pointe II Community Development District will commence at **noon on Monday, June 8, 2026, and close at noon on Friday, June 12, 2026**. Candidates must qualify for the office of Supervisor with the Pasco County Supervisor of Elections located at 14236 6th Street, Ste 200 Dade City, FL 33523. The Supervisor of elections may be contacted by phone at (352) 521-4302. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Pasco County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Meadow Pointe II Community Development District has three (3) seats up for election, specifically Seats 2, 3, and 4. Each seat carries a four (4)-year term of office. Elections are non-partisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

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

Publish on or before _____, 2026*

*Deadline is at least 2 weeks before the start of the qualifying period



CDD Labor Rates

(January 1, 2026 – September 30, 2026)

<u>Classification</u>	<u>Rates</u>
Principal	\$240
Project Manager I	\$210
Project Manager II	\$180
Senior Engineer	\$190
Project Engineer	\$150
Engineer	\$120
Senior Environmental Scientist	\$150
Environmental Scientist	\$110
Senior Designer	\$120
Designer	\$100
Senior Engineering Technician	\$90
Engineering Technician	\$70
Field Manager	\$135
Senior Inspector	\$120
Inspector	\$80
Clerical	\$50

**MINUTES OF MEETING
MEADOW POINTE II
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Meadow Pointe II Community Development District was held Wednesday, November 5, 2025 at 6:30 p.m. at the Meadow Pointe II Clubhouse, located at 30051 County Line Road, Wesley Chapel, Florida 33543.

Present and constituting a quorum were:

John Picarelli	Chairperson
Robert Signoretti	Vice Chairperson
Kyle Molder	Assistant Secretary
Jamie Childers	Assistant Secretary
Chris Kluender	Assistant Secretary

Also present, either in person or via Zoom Video Communications, were:

Jayna Cooper	District Manager
Lindsay Moczynski	District Counsel
Justin Wright	Operations Manager
Kevin Ginsberg	ARC/DRC

Residents and Members of the Public

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

Following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Picarelli called the meeting to order.

SECOND ORDER OF BUSINESS

Roll Call

Supervisors and staff introduced themselves, and a quorum was established.

THIRD ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited, and a moment of silence was observed.

39

FOURTH ORDER OF BUSINESS

Additions or Corrections to the Agenda

41 Mr. Klunder requested additions for the workshop agenda. Mr. Klunder requested to add
42 the mailing for the DRVC and a list of the Board responsibilities. Mr. Picarelli acknowledged and
43 informed Mr. Klunder that the list will be provided. Ms. Childers had questions regarding the
44 record request and asked if it can be brought up under consent agenda. Mr. Picarelli added to Ms.
45 Childers comment to be added under District Manager or District Counsel instead. Mr. Molder
46 requested to add under consent agenda to discuss the DRVC spreadsheet. Mr. Picarelli would like
47 to add to the workshop regarding the new software for the DRVC.

48

FIFTH ORDER OF BUSINESS

Audience Comments

50 There was an audience comment regarding the cost on the Wrencrest gate. An audience
51 member commented on the rules regarding tennis court two. Mr. Picarelli addressed the audience
52 comments regarding the rules regarding the tennis courts.

53

SIXTH ORDER OF BUSINESS

District Managers' Report

55 Ms. Cooper presented Resolution 2026-02; Request for Qualification for Construction
56 Manager to the Board of Supervisors and noted that this was approved from the last
57 meeting for district counsel to prepare. Ms. Moczynski informed the board of supervisors
58 to follow the proposed timeline, and for the board to allow district management and
59 engineer and counsel to finalize the date.

60

On MOTION by Mr. Kluender seconded by Mr. Signoretti, with all in favor, adopted Resolution 2026-02 Request for Qualification for Construction Manager to amend the dates listed to be added at a later date to follow deadlines was approved. 5-0.

64

65 Mr. Picarelli presented Resolution 2026-03, Setting Public Hearing on Rules of Procedure
66 to the Board of Supervisors.

67

On MOTION by Mr. Signoretti seconded by Ms. Childers, with all in favor, adopted Resolution 2026-03; Setting Public Hearing on Rules of Procedure was approved. 5-0.

70

71 Ms. Moczynski held a discussion with the Board of Supervisors regarding the
72 resolution and the public hearing on the rules of procedures.

73

Ms. Moczynski advised the Board of Supervisors to amended resolution 2026-03 to frame a motion and all vote “Nay”.

On MOTION all against to approve Resolution 2026-03 say Nay,
Vote Taken, 0 in favor, 5 opposed.

Ms. Moczynski will confirm with Ms. Cooper if the revised date works for her. Ms. Cooper presented the assign funds and provided an overview to the Board of Supervisors.

On MOTION by Ms. Childers seconded by Mr. Molder, with all in favor, approved the assignment of funds as presented was approved.
5-0.

Ms. Childers held a discussion regarding the record request with Ms. Cooper and Ms. Moczynski. Ms. Moczynski advised how to respond to the request and that there will be a special service charge.

SEVENTH ORDER OF BUSINESS

District Engineers' Report

- A. Presentation of District Engineer Report**
- B. Cost of 6th lane for Lap pool**
- C. Road Repair in Covina Key**

Mr. Whited presented the District Engineer Report. Mr. Whited informed Ms. Moczynski that Mr. Wright will serve as the owner's representative for the CMAR process.

On MOTION by Ms. Childers, seconded by Mr. Molder,
To add Mr. Wright as the owner's representative for the CMAR
Process and RFQ with all in favor, was approved. 5-0

At this time, there were no new updates at this time for the cost of 6th lap pool.

Mr. Picarelli provided updates regarding the road repair in the Covina key to the Board of Supervisors.

EIGHTH ORDER OF BUSINESS

District Counsels' Report

A. Update from Andy Cohens office on DRVC Case

Mr. Picarelli held a discussion to have Cohen's office send one more opportunity to replace the post and associated fees, this will be followed up on the next meeting.

106 Ms. Moczynski held a discussion with the Board of Supervisors regarding potential
107 changes to the December meeting dates. Ms. Moczynski advised that if the Board decided to
108 proceed with holding a meeting on December 2, 2025, a formal motion would be required. The
109 Board informed Ms. Moczynski that they would revisit the motion at the next meeting once all the

110 Supervisors have confirmed their schedules. Ms. Moczynski provided an update on the DRVC
111 case and regarding the interlocal agreement to the Board of Supervisors, a discussion ensued.

112 **NINTH ORDER OF BUSINESS** **Consent Agenda**

113

114 On MOTION by Ms. Childers, seconded by Kluender with all in favor
115 to approve consent agenda, was approved. 5-0

116

117 **TENTH ORDER OF BUSINESS** **Architectural Review Discussion Items**

118 The architectural review items were presented to the Board of Supervisors.

119

120 **ELEVENTH ORDER OF BUSINESS** **Government/Community Updates**

121 **A. Community Representative Update**

122 **i. Update on off duty Pasco County Sheriff Officer**

123 Mr. Kluender provided an update to the Board regarding the off-duty Pasco County Sheriff
124 officer. Mr. Kluender stated that when he initially spoke with the captain, there was a
125 misunderstanding that the district was seeking a full-time deputy. Mr. Kluender clarified
126 and informed the captain that the Board's intent was to retain an officer on a hourly basis
127 instead and was informed that the contract will be sent to Mr. Kluender.

128

129 **B. Event Planning Committee Update on Next Event**

130 **i. Next Event Update**

131 There were updates from the community newsletter regarding upcoming December events
132 that was presented to the Board.

133 **ii. Update from Supervisor Childers on Volunteers from School**

134 There were no updates at this time.

135

136 **TWELFTH ORDER OF BUSINESS** **Non-Staff Reports**

137 There was no report.

138

139 **THIRTEENTH ORDER OF BUSINESS** **Operations Managers' Report**

140 **A. Update on Playground upgrade**

141 Mr. Wright reviewed the Operations Manager Report.

142

143 **FOURTEENTH ORDER OF BUSINESS** **Approval/Disapproval/Discussion**

144 There were no approvals or disapprovals at this time.

145

146 **FIFTEENTH ORDER OF BUSINESS** **Audience Comments**

147 There was an audience comment regarding resolution 2026-03 expressing confusion about the
148 rules and the associated fees. The Board addressed the comment and clarified that a public hearing
149 is required for the Board to make any changes to the fees for non-residents using their facilities.
150 Additionally, the comment was made regarding the DVC software and where the funds for it would
151 be allocated in the budget. Mr. Picarelli addressed the comment and stated that the funds would
152 come out of the DRVC fund if the district proceeds with its use. There was an audience comment
153 regarding the playground area if it needs to be closed for the pool. Mr. Picarelli addressed the
154 comment and stated that the playground area does not need to be closed for the pool.

155
156 **SIXTEENTH ORDER OF BUSINESS** **Supervisor Comments**
157 Mr. Signoretti commented about voting and new statues and district counsel and might advise the
158 Board differently this year. Mr. Picarelli addressed Mr. Signoretti comments and thanked the
159 audience and Board members

160
161 **SEVENTEENTH ORDER OF BUSINESS** **Adjournment**
162 There being no further business, the meeting was adjourned.

163
164 On MOTION by Ms. Childers seconded by Mr. Signoretti with all in
165 favor, the meeting was adjourned at 8:24 p.m. 5-0

166
167
168 John Picarelli
169 Chairperson
170

**MINUTES OF MEETING
MEADOW POINTE II
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Meadow Pointe II Community Development District was held Wednesday, November 19, 2025 at 6:30 p.m. at the Meadow Pointe II Clubhouse, located at 30051 County Line Road, Wesley Chapel, Florida 33543.

Present and constituting a quorum were:

John Picarelli	Chairperson
Robert Signoretti	Vice Chairperson
Kyle Molder	Assistant Secretary
Jamie Childers	Assistant Secretary
Chris Kluender	Assistant Secretary

Also present, either in person or via Zoom Video Communications, were:

Jayna Cooper	District Manager
Lindsay Moczynski	District Counsel
Jerry Whited	District Engineer
Justin Wright	Operations Manager
Kevin Ginsberg	ARC/DRC Coordinator
Anthony Vega	LMP/Juniper

Residents and Members of the Public

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

Following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Picarelli called the meeting to order.

SECOND ORDER OF BUSINESS

Roll Call

Supervisors and staff introduced themselves, and a quorum was established.

74 **SIXTH ORDER OF BUSINESS** **Audience Comments**
75 An audience member raised questions about assessments for the community. Another
76 audience provided comments and questions about the lap pool. Mr. Picarelli addressed both
77 comments. Mr. Vega presented the service report to the board. An audience member made a
78 comment regarding the planning commission. The board of supervisors addressed the comment.

79

80 **SEVENTH ORDER OF BUSINESS** **District Engineers' Report**
81 **A. Cost of 6th lane for Lap pool**

82 There were no updates at this time.

83 **B. Discussion of Engineer Report**
84 Mr. Picarelli presented the Engineer Report.

85

86 **EIGHTH ORDER OF BUSINESS** **District Counsels' Report**
87 **A. Update from Andy Cohens office on DRVC Case**

88 There were no updates at this time.

89 **B. Update on Public Hearing with Pasco Planning Board**

90 Ms. Moczynski provided an update regarding the recent public hearing with the Pasco
91 Planning Board. She informed the Board that, based on the discussion held at the hearing, an
92 alternative relief application will be submitted to the County. Ms. Moczynski also noted that the
93 Pasco Planning Board appears willing to work collaboratively with the district to pursue an
94 alternative path through which the District's goals can be achieved. A discussion ensued between
95 the Board of Supervisors and Ms. Moczynski.

96

97 On MOTION by Ms. Childers, seconded by Mr. Kluender not to
98 exceed \$10,000.00 for a real estate appraiser and not to exceed
99 \$10,000.00 for a real estate agent with all in favor, was approved. 5-0

100

101 Ms. Moczynski requested the Board for the district engineer to work on a traffic calming
102 study for the community. Furthermore, additionally requested that a shades session be conducted
103 for the December 17th meeting at 6:00 p.m. with the Regular Board Meeting to begin immediately
104 afterward at 6:30p.m. Ms. Moczynski will provide formal notice to Ms. Cooper and will arrange
105 for a court reporter to attend the December 17th shades session.

106

107

108

109 On MOTION by Mr. Molder, seconded by Mr. Signoretti,
110 To approve a Shade Session during December 17th meeting to discuss
111 Catterton vs Meadow Pointe II Community Development District all
112 in favor, was approved. 5-0

113

114 **C. Discussion on Resolution Setting Public Hearing on Rules of Procedure**

115 There were no updates at this time.

116 **D. Brief update on any open cases**

117 There were no updates at this time.

118

119 **NINTH ORDER OF BUSINESS**

Consent Agenda

120

121 On MOTION by Ms. Childers, seconded by Mr. Molder Approving
122 the consent agenda as amended by Mr. Molder, all in favor was
123 approved. 5-0

124

125 Mr. Molder requested a revision to the September 3 meeting minutes noting that his
126 attendance needs to be listed.

127

128 **TENTH ORDER OF BUSINESS** **Government/Community Updates**

129 **A. Community Representative Update**

130 **i. Update on off duty Pasco County Sheriff Officer**

131 Mr. Molder provided reviewed the application for an off-duty deputy to the Board.

132 **B. Event Planning Committee Update on Next Event**

133 **i. Next Event Update**

134 There were no updates at this time.

135 **ii. Update from Supervisor Childers on Volunteers from School**

136 There were no updates at this time.

137

138 **ELEVENTH ORDER OF BUSINESS** **Architectural Review Discussion Items**

139 The Architectural Review Items were presented to the Board of Supervisors.

140

141 On MOTION by Ms. Childers, seconded by Mr. Molder Approving
142 the Architectural Review as stated with all in favor, was approved.
143 5-0

144

145

146

147 TWELFTH ORDER OF BUSINESS Non-Staff Reports

148 There was no report.

149

150 THIRTEENTH ORDER OF BUSINESS Operations Managers' Report

151 Mr. Wright reviewed the Operations Manager Report.

152

153 FOURTEENTH ORDER OF BUSINESS Approval/Disapproval/Discussion

154 Mr. Picarelli requested the following agenda items for the upcoming workshop-cost, fees,
155 policies, procedures, and include all documents sent from Counsel's office.

156

157 FIFTEENTH ORDER OF BUSINESS Audience Comments

158 An audience member commented on the questions regarding the color scheme for paint
159 touch-ups on her property and inquired about what colors would be acceptable to remain in
160 compliance with District Standards. The Board addressed the audience comment. An audience
161 member commented with questions regarding the Cost of 6th lane Lap pool and inquired about the
162 use of speeding camaras. The Board addressed the comments and noted that these are county roads
163 and the district does not have the authority to install speeding camaras. Additionally, when
164 inquired about the green area playground being replaced the board addressed the comment. An
165 audience member commented regarding the software.

166

167 SIXTEENTH ORDER OF BUSINESS Supervisor Comments

168 The board thanked everyone for their hard work and expressed they are happy with the
169 progress being made on many important matters.

170 SEVENTEENTH ORDER OF BUSINESS Adjournment

171 There being no further business, the meeting was adjourned.

172

173 On MOTION by Mr. Signoretti seconded by Mr. Molder with all in
174 favor, the meeting was adjourned at 9:01 p.m. 5-0

175

176

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John Picarelli
Chairperson

Pasco Sheriff's Office

APPLICATION FOR EXTRA DUTY DETAIL EMPLOYMENT

As provided for in Florida State Statute 30.2905

Requesting Extra Duty Employer/Vendor (Name): Meadow Pointe II Community Development District

Street Address: 30051 County Line Road

City: Wesley Chapel State FL Zip 33543

Email for Invoice: justinwright@mpicdd.org

Primary Contact Person: Kyle Molder-Board Supervisor

Telephone #: (813) 695 - 5010 or () - Fax: () -

Email: kyle.molder@mpicdd.org

Secondary Contact Person: Justin Wright-Operations Manager

Telephone #: (757) 358 - 8379 or () -

Email: justinwright@mpicdd.org

Name of Event (if applicable): December 2026 Monthly Patrol Meadow Pointe II CDD

Date(s) Needed: 12/12, 12/17, 12/18, 12/22, 12/19, 12/23, 12/29, 12/30 to _____

Time(s) Needed: 8am-12pm or 12pm -4pm

Number of Deputies Requested: 1

Number of Hours Requested per Deputy: 4/day

Estimated Attendance for Event (per day): _____

Total Hours Requested for all Deputies for Extra-Duty Detail: 32

Does this event require a Special/Temporary Use or Right-of-Way Permit?

YES NO

Is there an active trespass agreement in place for this location? Please Attach

YES NO

Is there an active traffic agreement in place for this location? Please Attach

YES NO

Does the extra-duty detail require the use of a marked agency vehicle?

YES NO

Is alcohol being sold/served in event area?

YES NO

Base Rates:
• Regular Detail \$60.00 per hour
• Holiday \$70.00 per hour

• Premium \$65.00 per hour
• Premium & Holiday \$75.00 per hour

NOTE: There is a required minimum of four (4) hours per deputy per detail. See Section B for cancellation terms.

Address/ Location of Extra Duty Detail:

County Line Rd between Solitude Dr and Mansfield Blvd, Mansfield Blvd between County Line Rd and Wrencrest Dr, Wrencrest Dr between Mansfield Blvd and Rensselaer Dr, Beardsley Dr between Mansfield Blvd and Iverson Dr

Nature of detail and duties (please include special instructions for deputies who are working the detail):

Patrol for speeding and parking in the Roadway

What is the frequency for this detail One Time Weekly Monthly Annual

Is Worker's Compensation provided? YES NO

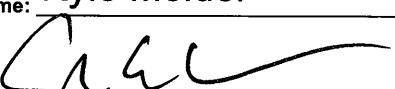
Is Liability Insurance provided? YES NO

If Worker's Compensation and/or Liability Insurance is provided, please enclose certificate of insurance with application.

Make Checks Payable to: Pasco Sheriff's Office Extra-Duty Detail
Attn: Extra-Duty Program Coordinator
7432 Little Road
New Port Richey, Florida 34654
Telephone: (727) 844-7795
Fax: (727) 844-7731
E-mail: extraduty@pascosheriff.org

I have read and understand the terms and conditions contained on all three pages of this application and have the legal authority to enter into the contract under Florida Law.

Printed Name: Kyle Molder

Signature: 

Date: 12/2/2025

Accepted By: _____

Chris Nocco, Sheriff or Designee

Date: _____

Office Use Only

Tracking Number: _____

CONDITIONS OF EXTRA DUTY EMPLOYMENT:

A. PROCEDURES FOR APPLICATION

- 1.** All public or private entities desiring to contract with the Sheriff for eligible members to perform security-related services, during their off-duty hours, must make a formal request by submitting a completed application at least five (5) business days in advance of the requested extra-duty detail. Extra-duty employers may apply in person or by sending an email to extraduty@pascosheriff.org. The completed application must contain the following information:
 - a. Date, time, duration, type of event, and expected attendance;**
 - b. Number of members needed;**
 - c. The nature of duties to be performed;**
 - d. Whether the extra-duty employment request is a one-time job, or will be on a continuing basis;**
 - e. A statement as to whether the extra-duty employer has worker's compensation insurance or liability insurance to cover the member while performing the duties associated with the extra-duty detail, along with proof of such insurance.**
- 2.** The Extra Duty Program operates concurrent with the Sheriff's Office's Fiscal year (October 1 – September 30). All contracts that request services on a continual basis shall be re-established, in writing, each October. The Pasco Sheriff's Office reserves the right to adjust rates at any time during the contract rating period and will provide vendors 30 days written notice of such adjustments.
- 3.** Only established vendors with a consistent payment history, as determined by the Field Operations Bureau Commander or his/her designee, will be permitted to be invoiced for extra duty services provided by the Pasco Sheriff's Office.

B. CANCELLATION PROCEDURES:

- 1. Cancellations by the Extra-Duty Employer**
 - a. Cancellations for weekday jobs must be made at least 24 hours prior to the start of the scheduled detail. A minimum of 48 hours cancellation notice is required for jobs scheduled on a weekend. Extra-duty employers may contact (727) 844-7795 regular working business hours Monday through Friday, and all cancellations must be followed-up in writing, via email, to extraduty@pascosheriff.org.**
 - b. If notification is made within the applicable timeframe as outlined above, the Sheriff's Office will reimburse any funds collected for the cancelled detail.**
 - c. Failure to notify the Extra Duty Coordinator or designee within the above required time frame will result in the extra-duty employer receiving reimbursement less four hours of hourly wage per member scheduled for the extra-duty detail.**
- 2. Cancellations by the Pasco Sheriff's Office**
 - a. The Sheriff's Office reserves the right to cancel any extra-duty contract or recall deputies without notice or liability when necessary for operational necessity. In such case(s), any unused prepaid contracted funds will be reimbursed to the extra-duty employer.**
 - b. The Sheriff's Office makes no guarantee that any extra-duty detail will be filled. Monies collected for an unfilled detail will be reimbursed to the extra-duty employer.**
 - c. If an assigned member is unable to fulfill a job due to illness, injury, or official law enforcement activity and the Shift Commander or Extra Duty Coordinator is unable to find a substitute, the job may be cancelled and a full refund issued to the extra-duty employer.**
 - d. While working a detail, a deputy may be called away to respond to a nearby emergency call-for-service. In such cases, the deputy is required to notify the Extra Duty Coordinator of the time worked on the call-for-service. The Sheriff's Office will issue the vendor a prorated reimbursement for the unworked portion of the detail. Prorated reimbursements will be issued in 15-minute increments.**
 - e. In the event a special/temporary use permit, a right-of-way permit, or any other permit is required but has not been obtained by the applicant, the Pasco Sheriff's Office reserves the right to cancel the extra-duty contract. If the cancellation is made within 24 hours prior to the start of the detail, or within 48 hours of a detail scheduled on a weekend, the vendor will be responsible for payment of four hours of hourly wage per member scheduled for the extra-duty detail.**

C. PAYMENT METHODS

1. Payment is due upon receipt of the invoice.
2. Payments made by a money order or check shall be mailed to the following address:

Pasco Sheriff's Office
Attn: Extra-Duty Program Coordinator
7432 Little Road
New Port Richey, FL 34654

3. Online credit card payments can be made via Govpaynow.com. Processing fees may apply.

4.. NO PAYMENT SHOULD BE MADE DIRECTLY TO A DEPUTY AT THE SITE OF THE DETAIL.

D. LATE PAYMENTS:

1. Unpaid invoices over 30 days from the date of invoice are considered late payments, and may be subject to legal action, including collections. Extra Duty Employers are responsible for the cost of attorney's fees, court fees, and/or collection's fees as a result of any legal action. In addition, a late fee penalty may be implemented at the rate of 2% of the total invoice added per day.

E. REFUNDS:

1. If a refund is necessary, the Pasco Sheriff's Office will make every attempt to issue the refund in the same manner the payment was received, minus any fees associated with the processing of the original payment.

F. PROHIBITED EXTRA-DUTY DETAILS:

1. Any extra-duty employment that is prohibited by law, has been determined to create a conflict of interest, interferes with official duties, or may cause an adverse reflection on the Office of the Sheriff will not be accepted. These include, but are not limited to: funeral escorts, bail bondsman; store detective; investigative work for attorneys, insurance firms, collection agencies, or security service companies. Certified members may be employed by establishments licensed under the beverage law to provide outdoor security-related services with the approval of the Sheriff. Such requests will be reviewed and approved on a case-by-case basis.
2. Extra-duty deputies are at all times subject to the rules, regulations, and policies of the Pasco Sheriff's Office. An extra-duty employer's rules and procedures will never supersede the policies of the Pasco Sheriff's Office. Any extra-duty employer's policy that conflicts with the policies of the Pasco Sheriff's Office will be disregarded.
3. Extra Duty detail requests involving a court order, a protective injunction, or those which are domestic related must be submitted to the Pasco Sheriff's Office for review prior to the detail occurring. Detail requestors are required to provide all relevant documentation. The Pasco Sheriff's Office reserves the right to decline any request for Extra Duty of this nature.

G. STAFFING REQUIREMENTS:

1. Pasco Sheriff's Office shall be responsible for determining the adequate number of security personnel and traffic personnel needed to staff an event.
2. Public events must conform to Pasco County Ordinance No. 10-29. The need for six or more members requires the employment of a supervisor (Sergeant or Lieutenant).
3. A minimum of two (2) deputies are required for special events where alcohol will be present.
4. Every 6th member of an extra duty detail must be a Sergeant.
5. One (1) Lieutenant will be required for every three (3) Sergeants.
6. For events in which the applicant underestimates or misrepresents the size of the attendance or consumption of alcohol and additional deputies are needed, the applicant will be responsible for the payment of the additional deputies and will be billed accordingly.

H. EXTRA DUTY RATES:

1. There is a required minimum of four (4) hours per deputy per detail.
2. If alcohol is being served on premises, the detail will be billed at the premium rate.
3. Details scheduled on a holiday observed by the Pasco Sheriff's Office will be billed at the holiday rate. Details will be considered a holiday detail on both the observed date and actual holiday in the event they fall on different days. (For example, if July 4 is a Sheriff's Office holiday and it falls on a Sunday, but it is observed on the following Monday, details on both Sunday, July 4 and Monday, July 5 would be billed at the holiday rate). Check with the Extra Duty Coordinator for a list of dates classified as holidays for the year.
4. The Sheriff's Office may increase the hourly fee for a specific detail based on the nature or scope of the detail, upon written notice to the Employer, or at the request of the Employer.
5. Vendors may request a voluntarily increase to the pay rate to assist in finding coverage for the Extra Duty detail; however, this does not guarantee the detail will be filled. **It should be noted; members of the Pasco Sheriff's Office are prohibited from making recommendations on the specific amount of the voluntary rate increase.
6. The Pasco Sheriff's Office reserves the right to adjust rates with at least 30 days written notice. All Extra Duty rates are based on the date the detail is performed and not the date of the Extra Duty detail was requested.

Rate Category	DEPUTY	SERGEANT	LIEUTENANT
Regular	\$60.00/hr	\$75.00/hr	\$85.00/hr
Premium	\$65.00/hr	\$80.00/hr	\$90.00/hr
Holiday	\$70.00/hr	\$85.00/hr	\$95.00/hr
Premium & Holiday	\$75.00/hr	\$90.00/hr	\$100.00/hr

I. LAST MINUTE DETAIL REQUESTS

1. Requests for extra-duty employment must be submitted at least five (5) business days in advance. Requests made for jobs within five (5) days shall be billed at the following rates:

Rate Category	DEPUTY	SERGEANT	LIEUTENANT
Regular	\$65.00/hr	\$80.00/hr	\$90.00/hr
Premium	\$70.00/hr	\$85.00/hr	\$95.00/hr
Holiday	\$75.00/hr	\$90.00/hr	\$100.00/hr
Premium & Holiday	\$80.00/hr	\$95.00/hr	\$105.00/hr

J . PERMITS

1. This application is for law enforcement services and does not exempt the applicant from obtaining any other necessary permit(s) for the event, as required by law.
2. For any questions pertaining to temporary use and right-of-way permits, to include whether or not a permit is required, please contact the following departments:

a. Temporary Use Permits: Developmental Code / Building Construction Services

Pasco County 8126. ext. 2683
West Pasco Government Center
8731 Citizens Drive, Suite 230
New Port Richey, FL 34654

b. Right - of - Way Permits: Planning and Development Department

Pasco County
727-847-8142 ext. 7636
West Pasco Government Center
8731 Citizens Drive, Suite 360
New Port Richey, FL 34654

I. DEPUTY NOT REPORTING FOR EXTRA DUTY

1. If a deputy was scheduled to work a job and did not report, the extra-duty employer should notify the extra duty office at 727-844-7795 immediately. If it is outside of normal business hours, the extra duty employer should contact the Pasco County Consolidated Dispatch Center at 727-847-8102 and request to speak with the on-duty shift commander.

NOTICE: The Sheriff assumes no responsibility beyond notifying eligible members of legitimate opportunities for extra-duty employment details, and informing prospective employers of the name(s) of members who have accepted a particular detail.
This program operates in compliance with Florida State Statute 30.2905.

Date 12/2/2025 Case #: _____ District: _____ Zone: _____

Name of Home Owner's Association or Community Development District: Meadow Pointe II CDD
 Address: 30051 County Line Rd, Wesley Chapel, FL 33543

Property Appraiser Map MUST be attached

List of HOA/CDD common areas/facilities: All CDD Villages, Morningside, Deer Run, Manor Isle, Wrencrest, Iverson, Colehaven, Glenham Anand Vihar, Charlesworth, Covina Key, Lettingwell, Longleaf, Sedgwick, Tullamore, Vermillion

Persons authorized to request action pursuant to this Agreement:

Justin Wright-Operations Manager

Board Members-John Picarelli, Rob Signoretti, Jamie Childers, Kyle Molder and Chris Kluender

The above listed HOA/CDD, by and through its governing body, hereby requests and authorizes the Pasco Sheriff's Office and its members, employees, and agents to issue trespass warnings to persons and/or arrest persons for trespassing within the meaning of Florida Statute(s) who are not authorized on HOA/CDD property, as determined by the HOA/CDD authorized representative(s). For HOAs listed in this agreement, they agree to comply with Florida Statute 720.305(2)(a), HOA rules regarding common areas/facilities, and all governing law, as applicable. For CDDs listed in this agreement, they agree to comply with Florida Statute Chapter 190, Community Development Districts, and the CDD's enacted rules, regulations, and/or restrictions regarding common areas/facilities, and all governing law, as applicable. In the event any authorized person changes, the HOA/CDD shall notify the Pasco Sheriff's Office within five (5) business days.

The above listed HOA/CDD agrees to indemnify and hold harmless Chris Nocco, as Sheriff of Pasco County, the Pasco Sheriff's Office, its employees, members, and agents from any suit, action, claim, or other cause of action brought for issuing a trespass warning or effectuating a trespass after warning arrest on HOA/CDD property pursuant to an authorized person's request to trespass.

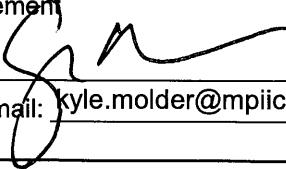
The HOA/CDD hereby authorizes any Pasco Sheriff's Office deputy, member, or agent to list the authorized HOA/CDD representative as the victim/complainant on any charging document from a citation or arrest.

The HOA/CDD understands and agrees that by requesting the assistance of law enforcement to effectuate a trespass action, the HOA/CDD is attesting they have complied with their rules and regulations and with the applicable Florida Statutes listed above and are permitted to trespass the person from HOA/CDD property.

The HOA, before a trespass warning is issued by PSO, shall provide PSO with a copy of the notice of suspension, which shall include how the person was provided the notice of suspension, length of suspension, and which common area/facility the person is suspended from. The HOA understands and agrees they will immediately notify PSO in the event a suspension is lifted. The CDD understands and agrees they will immediately notify PSO in writing in the event the CDD wishes to rescind a trespass warning.

This agreement shall remain in effect subject to the following conditions:

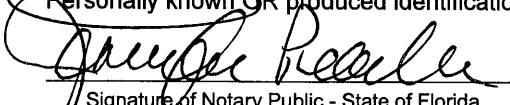
- Termination by the HOA/CDD or designee, or (This agreement may be terminated by providing notice in writing to the Pasco Sheriff's Office)
- Annual verification of ownership and owner/designee's desire for continued enforcement

Name of authorized HOA/CDD representative: Kyle Molder Signature: 
 Title: Board Supervisor Phone Number: 813-695-5010 Email: kyle.molder@mpicdd.org

STATE OF FLORIDA
 COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of December, 2025, by (name of person making statement) Kyle Molder.

Personally known OR produced identification. Type of identification produced: _____


 Signature of Notary Public - State of Florida





Tab 2

MEADOW POINTE II CDD

ENGINEERS REPORT FOR DECEMBER 17th, 2025 BOARD MEETING

Discussion items:

- **Building Construction on County Line Rd & Mansfield Blvd:** An RFQ for construction manager at risk services was advertised and we held a pre-proposal meeting on 12/09/2025 at the clubhouse. Two vendors were in attendance and confirmed they will bid on the project. Questions will be due this Thursday the 11th and the proposals are due on January 9th. The Board will review the responses and approve a vendor at the BOS meeting on January 21st at which time contract negotiations will begin.
- **Warning Gate at Wrencrest Drive:** The Planning Commission Appeal Meeting was held, and directions have been received from the Planning Commission. We are working with the County on a resolution forward.
- **Lap Pool:** A meeting to discuss the CMAR process took place and the Board has the option to approve an addendum to the RFQ for CMAR services to include the lap pool coordination. Dan from The Borelli Group will follow up regarding the code question related to the additional sixth lane. Because no improvements are planned for the existing restrooms, he will evaluate the requirement in the context of a stand-alone pool. He will provide guidance as the subject-matter expert. Regarding project delivery, the District may pursue CMAR if desired. The Borelli Group advised the size and type of project does not necessarily require it in their perspective and commented a traditional design–bid–build approach can be used and if that is the desired approach.
- **Covina Key Parking Lot Observations:** A visual inspection of the existing asphalt pavement within the parking lot at Covina Key was performed. The pavement is generally in fair condition and remains structurally sound with remaining service life. Isolated areas of distress were observed, consisting primarily of centerline cracking and potholes. The observed cracking appears to be non-structural in nature and is typical of age-related asphalt wear. Currently, the overall pavement surface remains serviceable and suitable for continued use. To prevent further deterioration, crack sealing and pothole patching are recommended.



- **Dog Park at Iverson:** We have completed an exploration meeting with the County. They provided comments during the meeting and over the following days on the updated plans. We are working to update the plans and gather supporting specification sheets requested prior to Board direction and formal submission.

Tab 3

				CDD Meeting 12.17.2025			
Case #	Village	Street #	Street Name	Violation(s)	DR#	ARC_DRC Delivery	Notes
2025-376	Wrencrest	30640	Tremont Dr	#10: The garbage container on the side of the home needs to be stored out of sight, in the garage or walled in on two sides on the side of the home. #14: The driveway needs to be pressured washed and all stains removed.	10,14	ARC_DRC Delivery	1st Notice Letter mailed on 12.18.2025
2025-377	Wrencrest	1930	Fellsway Ct	#14: The front yard is missing over 40% of the lawn and the grass must be replaced. #17: The boat stored on the side of the driveway must be stored in the garage or an off site facility.	14,17	ARC_DRC Delivery	1st Notice Letter mailed on 12.18.2025
2025-378	Iverson	1434	Wylie Ct	#17: The boat parked on the street in front of the home cannot be parked there. This poses a safety risk for people turning onto Wylie Ct. This is the 2nd violation in one year and will go before the DRVC	17	ARC_DRC Delivery	1st Notice Letter mailed on 12.18.2025
2025-379	Iverson	1428	Wylie Ct	#10: The garbage containers need to be stored in the garage or walled in on two sides on the side of the home.	10	ARC_DRC Delivery	1st Notice Letter mailed on 12.18.2025
2025-380	Iverson	1423	Wylie Ct	#14: The front landscape bed needs all the weeds removed, mulched and the border edged. #14: The weeds/growth growing between the pavers and the edge of the driveway must be removed. #18: The mailbox needs to be cleaned with a bleach/water solution and if it cannot be cleaned must be replaced. The mailbox post is cracking along the front and the top of the post has multiple cracks extending down the sides. The top is deteriorating and a hole is forming. The large fastener holding the arms and post together is rusting, the post must be replaced.	14,18	ARC_DRC Delivery	1st Notice Letter mailed on 12.18.2025
2025-381	Iverson	30824	Luhman Ct	#17: The boat stored on the side of the driveway must be stored in the garage or an off site facility.	17	ARC_DRC Delivery	1st Notice Letter mailed on 12.18.2025
2025-382	Iverson	30832	Luhman Ct	#19: The inoperable car sitting in the driveway needs to be stored in the garage or off site. An unregistered vehicle violates Pasco code 106-54 as well.	19	ARC_DRC Delivery	1st Notice Letter mailed on 12.18.2025

Tab 4

<u>ARCHITECTURE REVIEW APPLICATIONS LOG</u>					As of	12.17.2025					
VILLAGE	ST. #	ST. NAME	TYPE OF REQUEST (Brief Description)	Scheme #	Primary	Trim	Door	Garage Door	ARC RECOMMENDATION	NOTES	ARC App Submit Date
Wrencrest	30504	Tremont Dr	New Front door						Approve	See attached file for door specs	12.15.2025
Iverson	1521	Baythorn Dr	New Roof Installation						Approve	Tamko Titan Proline architectural shingle Oxford Grey. Approved in all villages other than Iverson, Glenham. Will add Iverson to the approved village list.	12.15.2025

Tab 5

Justin Wright
Operations Manager/Maintenance Report
December 19, 2025



- Solitude Pond Maintenance Report/ attached.
- LMP Reports. / Attached.
- Maintenance staff continue to clean storm drains and ponds throughout the district to keep the community clean.
- Maintenance staff have continued to clean, repair, and repaint the village walls and fences throughout the district.
- Maintenance staff replaced basket nets on basketball courts.
- Maintenance staff pressure washing in Glenham village.
- Maintenance staff replaced garbage disposal in Clubhouse kitchen.
- Playground equipment has been received by company. Should have install date within the next week or two.

Board Discussion / Approval

- Engineer Report / attached.
- FHP Report / attached.

Tab 6

SOLITUDE

LAKE MANAGEMENT

CUSTOMER LAKE MANAGEMENT REPORT

Customer: Meadow Pointe 2

Account Number: _____

Technician: Clayton

Date: 12/12/25 Time: _____

WORK PERFORMED

	METHOD USED: B (Boat)		BP (Backpack Sprayer)		G (Gator)		HC (Hand Cast)								
SITE ID	35	36	39	38	106	31	105	104	30	31	114	33	34	32	28
Method Used	G	→													
Treated Algae											X				
Treated Cyanobacteria															
Treated Submersed Weeds							X								
Treated Grasses/Brush	X	→													
Treated Floating Weeds															
Treated Mosquitoes and/or Midges															
Lake Dye															
Site Inspection															
WETLAND/UPLAND															
Spot Spraying															
Physical weed removal															
CARP PROGRAM															
Carp Observed															
Barriers Inspected															
RESTRICTION TYPE(S) DO NOT: I (Irrigate) F (Fish) S (Swim) O (Other):															
Restriction # of days															
Restriction Type															

GENERAL OBSERVATIONS OF THE WATER

WATER CLARITY <input type="checkbox"/> All <1', 1', 2', 3', 4', >4'	3' →												
WATER FLOW <input type="checkbox"/> All N(None) S(Slight) V(Visible)	N →												
WATER LEVEL <input type="checkbox"/> All H(High) N(Normal) L(Low)	N →												

GENERAL FIELD OBSERVATIONS

BENEFICIAL PLANTS			FISH/WILDLIFE				BIRDS			
<input checked="" type="checkbox"/> Arrowhead	<input type="checkbox"/> Chara	<input type="checkbox"/> Lily	<input type="checkbox"/> Bass	<input checked="" type="checkbox"/> Alligator	<input type="checkbox"/> Anhinga	<input type="checkbox"/> Gallinules				
<input type="checkbox"/> Bacopa	<input type="checkbox"/> Cordgrass	<input type="checkbox"/> Naiad	<input type="checkbox"/> Bream	<input type="checkbox"/> Otter	<input type="checkbox"/> Coots	<input type="checkbox"/> Herons				
<input type="checkbox"/> Blue Flag Iris	<input type="checkbox"/> Golden Canna	<input type="checkbox"/> Pickerelweed	<input type="checkbox"/> Catfish	<input type="checkbox"/> Snakes	<input type="checkbox"/> Cormorant	<input type="checkbox"/> Ibis				
<input type="checkbox"/> Bulrush	<input checked="" type="checkbox"/> Gulf Spikerush	<input type="checkbox"/> Soft Rush	<input type="checkbox"/> Gambusia	<input type="checkbox"/> Turtles	<input type="checkbox"/> Egrets	<input type="checkbox"/> Osprey				
<input type="checkbox"/> Other _____										

CONCERNS FOR FOLLOW-UP

<input type="checkbox"/> Recurring or excessive algae	Lake # _____	<input type="checkbox"/> Water Quality Assessment Recommended
<input type="checkbox"/> Persistent invasive weeds	Lake # _____	Persistent problems may indicate an underlying water quality issue
<input type="checkbox"/> Fish/wildlife issues	Lake # _____	that current treatments will not correct. A laboratory assessment is
<input type="checkbox"/> Low water clarity	Lake # _____	recommended to determine the cause(s) and plan the best corrective
<input type="checkbox"/> Bad Odors	Lake # _____	actions.



Remit payments to:
1320 Brookwood Drive, Suite H
Little Rock, AR 72202

Customer: Meadow Pointe II CDD

Technician(s): Noah

Date: 12/12/25 Branch: W/C

SERVICE: Monthly Bi-Monthly Quarterly Followup Removal Trash Pick up

Water Test Aeration/Fountain Planting Fish Stock Fish Barrier

SERVICE REPORT

Comments: All sites were treat for Shoreline weed, submerged weed, Floating weeds, and algae. Trash was removed from all sites. Thank you for choosing Solitude!

Superior Service Offerings For All Of Your Property's Aquatic Needs:

- Annual Management Programs
- Aquatic Weed and Algae Control
- Fisheries Management
- Aeration and Fountains
- Biological Augmentation
- Buffer Management
- Planting Enhancements
- Invasive Species Management
- Reservoir Management
- Lake Mapping and Bathymetry
- Water Quality Testing and Restoration
- Nutrient Remediation Programs
- Stormwater Pond Inspections and Repairs
- Mosquito and Midge Control
- Wetland Management
- Large Lake Management
- Mechanical Harvesting
- Hydro-Raking and Sediment Removal
- Regulatory Compliance and Permitting
- Professional Consultation ...and more!

Restoring Balance. Enhancing Beauty.

888.480.LAKE (5253) | www.solitudelakemanagement.com

SOLITUDE

LAKE MANAGEMENT

CUSTOMER LAKE MANAGEMENT REPORT

Customer: Meadow Point 11

Account Number: _____

Technician: Remy

Date: 12/12/25 Time: _____

WORK PERFORMED

METHOD USED: B (Boat) BP (Backpack Sprayer) G (Gator) HC (Hand Cast)

SITE ID	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Method Used																									109
Treated Algae																									
Treated Cyanobacteria																									
Treated Submersed Weeds																									
Treated Grasses/Brush																									
Treated Floating Weeds	X																								
Treated Mosquitoes and/or Midges																									
Lake Dye																									
Site Inspection																									
WETLAND/UPLAND																									
Spot Spraying																									
Physical weed removal																									
CARP PROGRAM																									
Carp Observed																									
Barriers Inspected																									
RESTRICTION TYPE(S) DO NOT: I (Irrigate) F (Fish) S (Swim) O (Other):																									
Restriction # of days																									
Restriction Type																									

GENERAL OBSERVATIONS OF THE WATER

WATER CLARITY All
<1', 1', 2', 3', 4', >4'

WATER FLOW All
N(None) S(Slight) V(Visible)

WATER LEVEL All
H(High) N(Normal) L(Low)

GENERAL FIELD OBSERVATIONS

BENEFICIAL PLANTS

- Arrowhead
- Chara
- Lily
- Bass
- Alligator
- Anhinga
- Gallinules
- Bacopa
- Cordgrass
- Naiad
- Bream
- Otter
- Coots
- Herons
- Blue Flag Iris
- Golden Canna
- Pickerelweed
- Catfish
- Snakes
- Cormorant
- Ibis
- Bulrush
- Gulf Spikerush
- Soft Rush
- Gambusia
- Turtles
- Egrets
- Osprey

FISH/WILDLIFE

- Bass
- Bream
- Catfish
- Gambusia
- Otter
- Snakes
- Turtles

BIRDS

- Anhinga
- Coots
- Cormorant
- Egrets
- Gallinules
- Herons
- Ibis
- Osprey

CONCERNS FOR FOLLOW-UP

- Recurring or excessive algae Lake # _____
- Persistent invasive weeds Lake # _____
- Fish/wildlife issues Lake # _____
- Low water clarity Lake # _____
- Bad Odors Lake # _____

Water Quality Assessment Recommended

Persistent problems may indicate an underlying water quality issue that current treatments will not correct. A laboratory assessment is recommended to determine the cause(s) and plan the best corrective actions.

SOLITUDE

LAKE MANAGEMENT

CUSTOMER LAKE MANAGEMENT REPORT

Customer: Meadow Pointe II

Account Number: _____

Technician: Corey

Date: 12/12/25 Time: _____

WORK PERFORMED

METHOD USED: B (Boat) BP (Backpack Sprayer) G (Gator) HC (Hand Cast)

SITE ID	70	71	72	73	74	75	76	77	78	79	80	81	82	93	94	95	96	97	98	99	100	101	102	20	21/15
Method Used	G																								
Treated Algae																									
Treated Cyanobacteria																									
Treated Submersed Weeds																									
Treated Grasses/Brush	X																								
Treated Floating Weeds	XX													X	X			XX							X
Treated Mosquitoes and/or Midges																									
Lake Dye																									
Site Inspection																									
WETLAND/UPLAND																									
Spot Spraying																									
Physical weed removal																									
CARP PROGRAM																									
Carp Observed																									
Barriers Inspected																									
RESTRICTION TYPE(S) DO NOT: <input type="checkbox"/> (Irrigate) <input type="checkbox"/> (Fish) <input type="checkbox"/> (Swim) <input type="checkbox"/> (Other):																									
Restriction # of days																									
Restriction Type																									

GENERAL OBSERVATIONS OF THE WATER

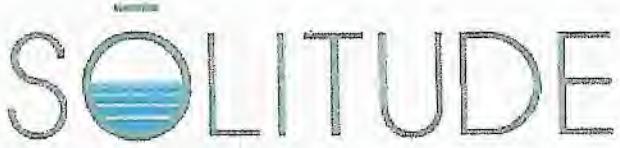
WATER CLARITY <input checked="" type="checkbox"/> All <1', 1', 2', 3', 4', >4'																									
WATER FLOW <input type="checkbox"/> All (N)None (S)Slight (V)Visible																									
WATER LEVEL <input type="checkbox"/> All H(High) (N)(Normal) L(Low)																									

GENERAL FIELD OBSERVATIONS

BENEFICIAL PLANTS			FISH/WILDLIFE						BIRDS					
<input type="checkbox"/> Arrowhead	<input type="checkbox"/> Chara	<input type="checkbox"/> Lily	<input type="checkbox"/> Bass	<input type="checkbox"/> Alligator	<input type="checkbox"/> Anhinga	<input type="checkbox"/> Gallinules								
<input type="checkbox"/> Bacopa	<input type="checkbox"/> Cordgrass	<input type="checkbox"/> Naiad	<input type="checkbox"/> Bream	<input type="checkbox"/> Otter	<input type="checkbox"/> Coots	<input type="checkbox"/> Herons								
<input type="checkbox"/> Blue Flag Iris	<input type="checkbox"/> Golden Canna	<input type="checkbox"/> Pickerelweed	<input type="checkbox"/> Catfish	<input type="checkbox"/> Snakes	<input type="checkbox"/> Cormorant	<input type="checkbox"/> Ibis								
<input type="checkbox"/> Bulrush	<input type="checkbox"/> Gulf Spikerush	<input type="checkbox"/> Soft Rush	<input type="checkbox"/> Gambusia	<input type="checkbox"/> Turtles	<input type="checkbox"/> Egrets	<input type="checkbox"/> Osprey								
<input type="checkbox"/> Other _____														

CONCERNS FOR FOLLOW-UP

<input type="checkbox"/> Recurring or excessive algae	Lake # _____	<input type="checkbox"/> Water Quality Assessment Recommended
<input type="checkbox"/> Persistent invasive weeds	Lake # _____	Persistent problems may indicate an underlying water quality issue
<input type="checkbox"/> Fish/wildlife issues	Lake # _____	that current treatments will not correct. A laboratory assessment is
<input type="checkbox"/> Low water clarity	Lake # _____	recommended to determine the cause(s) and plan the best corrective
<input type="checkbox"/> Bad Odors	Lake # _____	actions.



LAKE MANAGEMENT

Customer: Meadow point 2

Technician: Michael Casey

CUSTOMER LAKE MANAGEMENT REPORT

Customer: Meadow Point 2

Account Number: _____

Technician: Michael Casey

Date: 12-12-25 Time: _____

WORK PERFORMED

GENERAL OBSERVATIONS OF THE WATER

GENERAL FIELD OBSERVATIONS

BENEFICIAL PLANTS				FISH/WILDLIFE				BIRDS			
<input checked="" type="checkbox"/> Arrowhead	<input type="checkbox"/> Chara	<input type="checkbox"/> Lily	<input type="checkbox"/> Bass	<input checked="" type="checkbox"/> Alligator	<input type="checkbox"/> Anhinga	<input type="checkbox"/> Gallinules					
<input type="checkbox"/> Bacopa	<input type="checkbox"/> Cordgrass	<input type="checkbox"/> Naiad	<input type="checkbox"/> Bream	<input type="checkbox"/> Otter	<input type="checkbox"/> Coots	<input type="checkbox"/> Herons					
<input type="checkbox"/> Blue Flag Iris	<input type="checkbox"/> Golden Canna	<input checked="" type="checkbox"/> Pickerelweed	<input type="checkbox"/> Catfish	<input type="checkbox"/> Snakes	<input type="checkbox"/> Cormorant	<input type="checkbox"/> Ibis					
<input checked="" type="checkbox"/> Bulrush	<input checked="" type="checkbox"/> Gulf Spikerush	<input type="checkbox"/> Soft Rush	<input type="checkbox"/> Gambusia	<input type="checkbox"/> Turtles	<input type="checkbox"/> Egrets	<input type="checkbox"/> Osprey					
<input type="checkbox"/> Other _____											

CONCERNS FOR FOLLOW-UP

<input type="checkbox"/> Recurring or excessive algae	Lake # _____	<input type="checkbox"/> Water Quality Assessment Recommended
<input type="checkbox"/> Persistent invasive weeds	Lake # _____	Persistent problems may indicate an underlying water quality issue
<input type="checkbox"/> Fish/wildlife issues	Lake # _____	that current treatments will not correct. A laboratory assessment is
<input type="checkbox"/> Low water clarity	Lake # _____	recommended to determine the cause(s) and plan the best corrective
<input type="checkbox"/> Bad Odors	Lake # _____	actions.

Tab 7

Agronomy Report Meadow Point II Nov. 2025

Turf and Ornamentals are responding positively to recent fertilizer applications, and we are seeing a reduction in new turf weed populations because of pre-emergent herbicides. Turf ants and fungal activity remain a concern as is expected for this time of year. Additional services will be applied to address this issue.

Services Completed:

- Spot spray Turf weed treatments focusing on broadleaf weeds
- Spot spray treatments for turf and Orn. fungus at preventative and curative rates

Future Services:

- Continued spot treatments of turf and ornamental insect/disease with added liquid fertilizers
- More frequent and aggressive broadleaf turf weed treatments
- Routine treatments for newly installed Annuals
fert/fungicide/insecticide

Report by Alex Figueroa

Agronomic Manager

C.P.C.O.-B.M.P. Certified

LMP a Juniper Co. - Tampa North

From: Anthony Vega <anthony.vega@lmppro.com>
Sent: Thursday, December 11, 2025 10:16 AM
To: Justin Wright <justinwright@mpiicdd.org>; Jen Picarelli <jen.picarelli@mpiicdd.org>
Subject: Meadow Pointe 2 Maintenance Service Reports and Agronomy Report

Good morning. The following are the maintenance service reports and the agronomy report for services provided.

11/25/2025

Clubhouse detail work trimming, bed weed control, Spanish moss removal on trees. Mansfield Blvd. Detailed trimming and bed weed control. Lettingwell entrance oak trees pruned, Spanish moss removal and trimmed. Glenham entrance detailed and bed weed control. Wrencrest entrance detailed and bed weed control. Leave cleanup on the entrances. All areas blown and debris picked up.

12/01/2025

Clubhouse, Mansfield, County Line and Beardsley were mowed; line trimmed, edged hard and soft. Crack weeds on sidewalks and roadways buffed out. All areas were blown and debris picked up.

12/09/2025

All common areas mowed, line trimmed and edged. Clubhouse parking lot trees pruned up. Iverson entrance detailed trimming and bed weed control. Colehaven entrance detailed trimmed and bed weed control. Leave cleanup on both entrances. All areas were blown and all debris picked up.

12/10/2025

County Line Rd. Entrances Morningside, and Deer Run detailed trimming, bed weed control and all plants near sidewalks were cut back clearing walk path for residents. All areas were blown and all debris was picked up.

12/11/2025

Today we will complete Manor isles entrance and will continue to do detail work on Mansfield Blvd.

Next week we will begin oak tree elevation to the contractual height of 15ft and I will provide the estimate for the crape myrtle trees that are above contractual height to begin rejuvenation pruning as soon as possible.

Any questions or concerns please feel free to contact me at any time and I will provide an answer to the best of my knowledge. Have a great day everyone.

Respectfully,

Anthony Vega

Account Manager

Tampa North Branch

E | anthony.vega@lmppro.com

Visit us at www.junipercares.com



Tab 8

YTD FHP Off Duty Activity Report

YTD as of 1/1/25	SPEED WARNINGS	SPEED CITATIONS	ARRESTS	STOP SIGN	SEAT BELT	OTHER	STREET PARKING
6/30/2025	335	101	1	6	14	204	67
12/16/2025	288	89	2	12	10	157	20

		FHP OFF DUTY ACTIVITY REPORT							
DATE	SHIFT	SPEED WARNINGS	SPEED CITATIONS	ARRESTS	STOP SIGN	SEAT BELT	OTHER	STREET PARKING VIOLATIONS	
7/9/2025	4pm-8pm	6	2	0	0	1	3 2 insurance; 1 window tint	0	
7/10/2025	4am-8am	7	4	0	0	0	5 3 insurance; 2 DL vios	0	
7/16/2025	4:30pm-8:30pm	3	3	0	0	0	2 Insurance violations	0	
7/17/2025	1pm-5pm	6	0	0	0	0	1	0	
7/23/2025	4pm-8pm	6	0	0	0	0	3 2 insurance; 1 DL	0	
7/24/2025	4am-8am	7	5	0	0	1	6 3 ins; 1 tag/reg; 1 driving w/o headlights; 1 texting while driving	0	
7/29/2025	4am-8am	8	3	0	0	0	4 1 ins; 1 tag/reg; 2 window tint	0	
7/31/2025	4am-8am	13	3	1	0	0	10	0	
8/4/2025	4am-8am	4	4	0	0	0	3	0	
8/6/2025	4pm-8pm	7	3	0	0	0	4	0	
8/7/2025	4am-8am	9	4	0	1	0	7	0	
8/12/2025	4am-8am	8	3	0	0	0	6	0	
8/15/2025	4am-8am	2	5	0	0	0	3 2 ins; 1 driving w/o headlights	DR & MS 2 warnings 2 citations	
8/28/2025	9am-1pm	6	0	0	0	0	2	0	
9/3/2025	9am-1pm	4	5	1	0	0	3	0	
9/17/2025	9am-1pm	5	1	0	0	0	1	0	
9/22/2025	12pm-4pm	5	2	0	0	0	2	0	
9/23/2025	12pm-4pm	5	1	0	0	0	1	0	
9/25/2025	1pm-5pm	5	0	0	0	0	2	2 warnings	
9/30/2025	4am-8am	9	0	0	1	0	4: 1 ins; 1 driving w/o headlights; 2 tag/reg vio	0	
10/7/2025	4am-8am	7	2	0	1	1	3 2 ins; 1 tag/reg vio	3 warnings in Deer Run	
10/9/2025	4am-8am	8	0	0	0	0	3	0	
10/14/2025	4am-8am	7	2	0	0	0	4 1 ins; 1 driving while suspended; 2 tag/reg	Morningside 2 warnings 2 Citations	
10/15/2025	1pm-5pm	4	0	0	0	0	2	2	
10/17/2025	4am-8am	7	4	0	0	0	6	0	

10/22/2025	4pm-8pm	5	4	0	0	1	4	0
10/28/2025	4am-8am	7	3	0	0	0	4 2 ins; 1 DL vio; 1 red light vio	0
10/29/2025	4pm-8pm	6	2	0	0	0	3 2 ins; 1 texting while driving	0
11/3/2025	4am-8am	4	0	0	0	0	1 insurance violation	0
11/4/2025	12pm-4pm	6	1	0	0	0	2	0
11/6/2025	1pm-5pm	6	0	0	2	0	1	2
11/7/2025	4am-8am	7	3	0	0	0	4	0
11/10/2025	4am-8am	4	4	0	0	0	2 Insurance violations	0
11/14/2025	4am-8am	9	0	0	1	0	4 2 ins; 1 faulty equip; 1 DL vio	0
11/17/2025	4am-8am	8	2	0	1	0	4 2 ins; 2 tag/reg	3 warnings
11/19/2025	4pm-8pm	8	6	0	1	3	6 1 ins; 1 tag/reg; 2 DL vios; 1 window tint; 1 improper lane change	0
12/3/2025	2:30-6:30pm	8	2	0	0	0	5 2 ins; 2 tag/reg; 1 DL vio	0
12/8/2025	1pm-5pm	6	0	0	3	0	1	0
12/9/2025	4am-8am	7	4	0	0	0	6	0
12/10/2025	2pm-6pm	11	1	0	1	2	7 2 ins; 1 tag/reg; 1 move over law; 2 window tint; 1 stopping in road	0
12/11/2025	4am-8am	12	0	0	0	1	6 2 ins; 2 tag/reg; 1 driving w/o headlights; 1 equipment vio	0
12/15/2025	4am-8am	9	0	0	0	0	5 2 ins; 2 tag/reg; 1 red light	0
12/16/2025	12pm-4pm	7	1	0	0	0	1	0

Items for Board Discussion



KILINSKI
VAN WYK

Offices: Jacksonville | Tallahassee | Tampa

517 E. College Avenue
Tallahassee, Florida 32301
877-350-0372

To: Meadow Pointe II Community Development District (CDD)

From: District Counsel

Date: November 14, 2025

Subject: Setting Public Hearings on Rules, Rates, Fees, and Charges

Purpose

The purpose of this memo is to outline the process for setting public hearings on rules, rates, fees, and charges, and to provide a summary of the actions and rulemaking process under Chapter 120 of the Florida Statutes. This memo is for informational purposes only and does not cover the universe of law in this area.

Background

The Meadow Pointe II Community Development District (CDD) is required to hold public hearings before adopting any new rules, rates, fees, or charges pursuant to Chapter 190, *Florida Statutes*, and Chapter 2004-417, Laws of Florida.

Actions and Rulemaking Process

Under Chapter 120 of the Florida Statutes, the following steps must be taken:

1. **Notice of Rule Development:** A notice must be published to inform the public of the CDD's intent to develop new rules. This notice should include a summary of the proposed rules and the time, date, and location of the public hearing.
2. **Public Hearing:** The CDD must hold a public hearing to discuss the proposed rules, rates, fees, and charges. During this hearing, community members can provide feedback and ask questions.
3. **Adoption of Rules:** After considering the feedback from the public hearing, the CDD can adopt the new rules, rates, fees, and charges. The adoption must be documented in the meeting minutes.

Rules and Rates for Consideration

1. **Amended Rules of Procedure:** The last rules adopted by the District were in 2013 and since then, there have been significant changes to the legislative framework under which special districts operate. For example, pursuant to section 189.015, *Florida Statutes*, the District may publish an annual schedule of regular meetings in a newspaper of general



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circulation, which satisfies the notice requirement for those meetings, resulting in cost savings. However, special meetings and public hearings must be separately noticed in accordance with sections 189.015 and 286.011, *Florida Statutes*, with at least seven days' notice published in a newspaper of general circulation. A 2013 vs. 2025 version of the rules is included along with a clean version of the proposed rules.

2. **Rules Governing the DRVC:** Chapter 2004-417 requires deed covenant enforcement fines and suspensions to be adopted by rule and authorizes ARC review standards to also be adopted by rule or otherwise to be set forth in judicially reviewable standards. The language from that law with emphasis is added below. Our office included the existing rules related to the DRVC and the existing ARC guidelines for your review and consideration and then set for rule hearing. Any changes to ARC guidelines in the future should minimally be adopted by Board Resolution:
 1. The District Board is authorized to enforce deed restrictions within its respective district. Actions at law or in equity, or both, may be used to redress alleged failure or refusal to comply with said restrictions. The District may levy fines and suspend the use of rights in accordance with the provisions of Section 720.305(2), *Florida Statutes*, as may be amended from time to time, ***when its rules so provide.***
 2. The District is authorized to approve plans/recommend modifications to ARC guidelines within 30 calendar days after receipt thereof, said approval and recommendations to be based ***upon judicially reviewable standards which each board is authorized to adopt by rule.***
3. **Rates:** When a District adopts rates, fees and charges, it is required to do so pursuant to the rulemaking procedures under Chapter 120, *Florida Statutes*. Additionally, pursuant to section 190.035, *Florida Statutes*, any rates, fees, or charges must be fair, reasonable, and uniform within the same class of customers, and must not exceed the cost of providing the service or facility. We included a list of current and proposed rate categories for your review. With the new facility proposed to be built in the next year, the Board may wish to consider additional or updated rates.
4. **Disciplinary Rule:** For purposes of suspension and termination of privileges to access the District's facilities, we have provided a draft disciplinary rule. Any time the District takes action to suspend a landowners right to access facilities, such rules governing that suspension/termination should be adopted by rule.
5. **Variance Policy:** This policy does not need to be adopted by rule but the rates in the policy do. We are unclear whether the District has this issue from time to time but because the rulemaking process is most efficient when done once, we have brought a draft policy for your review (no billing for this policy).



**KILINSKI
VAN WYK**

Offices: Jacksonville | Tallahassee | Tampa

517 E. College Avenue
Tallahassee, Florida 32301
877-350-0372

This is an overview of the rules, rates, and charges which we are aware are currently in effect. We look forward to a discussion about any changes, any items that may be missing from this universe and feedback from the Board and staff.

**MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT GENERAL AND
PROCEDURAL RULES**

1.0 General

(1) The Meadow Pointe II Community Development District (the "District") was created pursuant to the provisions of Chapter 190, Florida Statutes (2013) 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.

Specific Authority: 190.011, 120.53(1)(a)

Law Implemented 190.011, 120.53(1)(a)

1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall exercise the powers granted to the District under Florida law. The Board shall consist of five members. Members of the Board must be "qualified electors" as that term is defined by Florida statutory law.

(2) Term of Officers. Board members shall hold office pursuant to Section 190.006, Florida Statutes. If, during the term of office of any Board member(s), one or more vacancies occur, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the unexpired term(s).

(3) Vacancies: Quorum. Three members of the Board physically present shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. However, if three or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, either in person or by phone unless otherwise provided in these rules or required by law.

(4) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a chairman, vice chairman/treasurer/assistant secretary and secretary.

(a) The term of office of the chairman shall be two years. The chairman must be a member of the Board. If the chairman resigns from that office or ceases to be a member of the Board, the Board shall select a chairman to serve the remaining portion of the term, after filling the board vacancy. The chairman shall be authorized to sign checks and warrants for the District, countersigned by the treasurer or other persons authorized by the Board. The chairman shall convene and conduct all meetings of the Board. In the event the chairman is unable to attend a meeting, the vice chairman shall convene and conduct the meeting.

(b) The Vice Chairman shall be a member of the Board and shall assume the duties of the Chair when absent and have such duties and responsibilities as specifically designated by the Board from time to time. The term of office for the vice chairman shall be two years, coincident

to that of the chairman. If the vice chairman resigns from that office or ceases to be a member of the Board, the Board shall select a vice chairman to serve the remainder of the term, after filling the Board vacancy. The vice chairman shall be authorized to sign checks and warrants for the District countersigned by the treasurer or other person authorized by 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. The District Manager may serve as secretary.

(d) The treasurer need not be a member of the Board but must be a resident of Florida. The treasurer shall perform duties described in Section 190.007(2) and (3). Florida Statutes, as well as those assigned by the Board from time to time. The treasurer shall serve at the pleasure of the Board.

(5) 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, contract negotiations, personnel matters, and budget preparation.

(6) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings of the Meadow Pointe II Community Development District," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bond and corporate acts.

(7) Meetings. The board shall establish a schedule of regular meetings and may also meet upon call of the chairman or three Board members. A regular meeting may be canceled, provided that notice of cancellation shall be given in the same manner as notice for the meeting or a substantially equivalent and reasonable notice. All meetings of the Board shall be open to the public in accordance with the provisions of Chapter 286, Florida Statutes.

(8) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by Chapters 112 and 190, 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 official'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 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 written memorandum. 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 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: §§ 190.006, 190.007, 112.3143, Fla. Stat.

1.2 Public Information and Inspection Records.

(1) Public Records. All district public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Record of Proceedings of the Meadow Pointe II community Development District," may be copied or inspected at the District's Office during regular business hours.

(2) Copies. Copies of public records shall be made available to the requesting person at a charge of the current Florida statutory rate for one-sided copies and two-sided copies if not more than 8-1/2 by 14 inches, and for copies in excess of that size at a charge not to exceed the actual cost of reproduction. Certified copies of public records shall be made available at a charge of \$1.00 per page or the current Florida statutory rate, whichever is greater. If the nature of 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 fee of \$30.00 per hour for supervisory assistance, \$20.00 per hour for clerical assistance, and the actual cost incurred for the use of information technology resources. For purposes of this rule, "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and refile the requested materials. If the total fees, including but not limited to special service fees, are anticipated to exceed \$25.00, payment in advance by the person making the public records request is required.

Specific Authority: 190.011, 120.53(1)(a)

Law Implemented: 190.06(7), 119.07(1)(a), 119.07(1)(b), 120.53(1)(a)

1.3 Meetings and Workshops.

(1) Notice. Except in emergencies, or as otherwise provided in these Rules, at least seven days' public notice shall be given of any meeting or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and shall state:

- (a) The date, time, and place of the meeting or workshop;
- (b) A brief description of the nature, subjects and purposes of the meeting or workshop;
- (c) The address where persons may obtain a copy of the agenda;
- (d) The notice shall state that if a person decides to seek a review of any official decision made at the Board meeting, a record of the proceeding will be required and the person intending to appeal will need to ensure that a verbatim record of the proceedings is made including the testimony and evidence necessary for the appeal.
- (e) The Notice shall include the following language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/workshop is asked to advise the District's Office at least forty-eight (48) hours before the meeting/workshop by contacting the District Manager at _____ . If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

(2) Agenda. The District Manager, under the supervision of the chairman or those members calling for a Board meeting, shall prepare a notice of the meeting or workshop and an agenda. The notice and agenda shall be available to the public at least seven days before the meeting or workshop except in an emergency. Copies of Resolutions or other items upon which the Board will be asked to vote shall be provided to the Board with the agenda at least seven days before the meeting or workshop, except in an emergency. The agenda may be changed before or at the meeting or workshop for good cause stated by the presiding officer and recorded in the minutes of the meeting.

(3) Agenda Format. The district may, but is not required to, use the following format in preparing its agenda for its regular meeting:

(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, 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 one million dollars, for a study activity when the fee for such professional services to the District does not exceed \$50,000, 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 legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or Professional Services (as defined in Section 287.055(2)(a), Florida Statutes and these Rules) or maintenance services. 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, Florida Statutes and Rule 5.5.

(d) A "Design-Build Firm" means a partnership, corporation or other legal entity that:

1. Is certified under Section 489.119, 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

2. Is certified under Section 471.023, Florida Statutes to practice or to offer to practice engineering; certified under Section 481.219, Florida Statutes to practice or to offer to practice architecture; or certified under Section 481.319, Florida Statutes to practice or to offer to practice landscape architecture.

(e) A “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

(f) A “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 proposal, 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) A “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 agency for the providing of 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 (e.g. 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 bidding 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) "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 Proposal, 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 Proposal, Invitation to Negotiate or Competitive Solicitation, the following:

1. The ability and adequacy of the professional personnel employed by the entity/individual.
2. The past performance of the entity/individual for the District and in other professional employment.
3. The willingness of the entity/individual to meet time and budget requirements.

4. The geographic location of the entity's/individual's headquarters or office in relation to the project.

5. The recent, current and projected workloads of the entity/individual.

6. The volume of work previously awarded to the entity/individual.

7. Whether the cost components of the bid or proposal are appropriately balanced.

8. Whether the entity/individual is a certified minority business enterprise.

(l) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.

(m) "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 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.

(n) "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 (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) which is for a cost to the District deemed reasonable by the Board.

(o) "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.

(p) "Request for Proposal" ("RFP") or "Request for Qualification" ("RFQ") is a written solicitation for sealed proposals or qualifications 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.

(q) "Responsive Bid," "Responsive Proposal," "Responsive Reply" and "Responsive Response" means a bid, proposal, reply or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposal, Invitations to Negotiate or other 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.

5.1 Procedure Under The Consultants' Competitive Negotiations Act.

(1) Scope. The following procedures are adopted for selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, the negotiation of such contracts and providing 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, Florida Statutes, for CATEGORY FIVE (currently \$325,000.00), 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 (currently \$35,000.00), 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 federal licenses in good standing, if any.
- (b) Hold all required applicable state professional licenses in good standing.
- (c) If the consultant is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
- (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

(3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at

least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. Consultants who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all qualifications in its sole and absolute discretion, whether or not reasonable, 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 above 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:

1. The ability and adequacy of the professional personnel employed by each consultant.
2. Whether a consultant is a certified minority business enterprise.
3. Each consultant's past performance.
4. The willingness of each consultant to meet time and budget requirements.
5. The geographic location of each consultant's headquarters, office and personnel in relation to the project.
6. The recent, current and projected workloads of each consultant.
7. 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) qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

(c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service,. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.9 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 3.9.

(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, 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 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) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(7) 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: §§ 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 5.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391, Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts.

(1) Definitions.

(a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473, Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(b) "Committee" means the audit selection committee appointed by the Board as described in Subsection 5.2(2) of this Rule.

(2) Establishment of Audit Committee. Prior to a public announcement under Subsection (4) of this Rule that Auditing Services are required, the Board shall establish an audit 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, Florida Statutes. The Committee should include at least three individuals, some or all of whom may also serve as members of the District's Board of Supervisors. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under Subsection (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly 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:

1. Hold all required applicable federal licenses in good standing, if any.

2. Hold all required applicable state professional licenses in good standing.
3. If the proposer is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
4. 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:

1. ability of personnel,
2. experience,
3. understanding of scope of work,
4. ability to furnish the required services, and
5. such other factors as may be determined by the Committee to be applicable to its particular requirements.

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

(4) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in Subsection (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(5) Request for Proposal. The Committee shall provide interested firms with a request for proposal (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

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

(7) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified 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.

(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 in its sole and absolute discretion whether or not reasonable. 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, Florida Statutes and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth the deadline for the auditor to submit a preliminary draft audit report to the District for review, which, unless it is in the best interests of the District to establish a different deadline, shall be no later than July 1 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. A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.

(9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some

or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 5.9 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 section shall be as provided for in Rule 5.9. 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: § 218.391, Fla. Stat.

5.3 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 Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.

(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 in its sole and absolute discretion, whether or not reasonable, 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 bidders by United States Mail, by hand delivery, or by overnight delivery service,. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 5.9 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 5.9.

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

Law Implemented: § 112.08, Fla. Stat.

5.4 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 in Section 255.20, 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 District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, contractual services, maintenance services and construction services under \$250,000. The notice shall allow at least (twenty-one) 21 days for submittal of qualifications for construction services estimated to cost over \$250,000 and thirty (30) days for construction services estimated to cost over \$500,000.

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation.

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

1. Hold the required applicable state professional licenses in good standing.
2. Hold all required applicable federal licenses in good standing, if any.
3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation.
4. 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 of Supervisors, 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, in the District's sole and absolute discretion, whether or not reasonable, to be in the best interests of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 5.9 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 5.9; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with Rule 5.4(2)(b) and Section 255.20(1)(b), Florida Statutes.

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

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

5.5 Construction Contracts.

I. 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, 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, 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, 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 Proposal, Invitation to Negotiate or Competitive Solicitation.

(b) Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$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 5.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile or overnight delivery service.

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

(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply or response, a firm or individual must, at the time of receipt of the bids, proposals, reply or response:

1. Hold the required applicable state professional licenses in good standing.
2. Hold all required applicable federal licenses in good standing, if any.
3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
4. Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposal, 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 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 Proposal, 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 Proposal, 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, in the District's sole and absolute discretion, whether or not reasonable, to be in the best interests of the District. No contractor shall be entitled to recover any costs of bid, proposal, response or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 5.9 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 5.9.

(k) If less than three 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 take whatever steps reasonably necessary in order to proceed with the procurement of construction services, which steps may include a direct purchase of the construction services without further competitive selection processes.

(3) Sole Source; Government. Construction Services that are only available from a single source are exempt from this Rule. Construction Services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies or materials that are purchased under a federal, state or local government contract that has been competitively procured by such federal, state or local government. 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) 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.

(5) Exceptions. Rule 5.5 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) when the District, after public notice, conducts a public meeting under Section 286.011, 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.

II. DESIGN-BUILD CONTRACTS.

(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 Subsection 287.055(2)(k), 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, Florida Statutes or may be retained using Section 5.1, Procedure under Consultants' Competitive Negotiations Act. 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 Subsection 287.055(9), Florida Statutes, or pursuant to the qualifications based selection process pursuant to Rule 5.1.

1. Qualifications-Based Selection. If the process set forth in Rule 5.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

2. 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:

a. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date for submittal of proposals.

b. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

c. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

(i) Hold the required applicable state professional license(s) in good standing, as defined by Subsection 287.055(2)(h), Florida Statutes;

(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 Florida in accordance with Chapter 607, Florida Statutes, if the proposer is a corporation;

(iv) Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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.

d. The proposals shall be publicly opened. 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.

e. The Board shall have the right, in its sole and absolute discretion, whether or not reasonable, to reject all proposals if rejection is determined to be in the best interests of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

f. If less than three proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals are received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of design-build services, which steps may include a direct purchase of the design-build services without further competitive selection processes.

g. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service,. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 5.9 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 5.9.

h. 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. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. 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.

i. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

j. 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) 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.

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

Law Implemented: §§ 190.033; 255.0525, 255.20, 287.055, Fla. Stat.

5.6 Goods, Supplies and Materials.

(1) Purpose and Scope. All purchases of goods, supplies or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, 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, a Request for Proposals, an Invitation to Negotiate or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies or responses.

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

(d) If the District has pre-qualified suppliers of goods, supplies and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses.

(e) In order to be eligible to submit a bid, proposal, reply or response, a firm or individual must, at the time of receipt of the bids, proposals, replies or responses:

1. Hold the required applicable state professional licenses in good standing.
2. Hold all required applicable federal licenses in good standing, if any.
3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation.
4. 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 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 after opening. 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 Proposal, Invitation to Negotiate or Competitive

1. Hold the required applicable state professional licenses in good standing.
2. Hold all required applicable federal licenses in good standing, if any.
3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation.
4. 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 Proposal, 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 after opening. 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 Proposal, 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, in the District's sole and absolute discretion, whether or not reasonable, to be in the best interests of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 5.9 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 5.9.

(k) If less than three 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 take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, which steps may include 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 5.7 may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.

(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.

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

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

5.8 Contractual Services.

Pursuant to Section 190.033(3), 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, a Request for Proposal, an Invitation to Negotiate or a 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.

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

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

5.9 Protests With Respect To Proceedings under Rules 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, and 5.7.

The resolution of any protests with respect to proceedings under Rules 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, and 5.7 shall be in accordance with this Rule 5.9.

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation or other requirements contained in a Request for Qualifications, Request for Proposal, 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 Proposal, 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) above, any firm or person who is affected adversely by a District's ranking or intended award under Rules 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, or 5.7 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If disclosed in the District's competitive solicitation documents for a particular purchase under Rules 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, or 5.7, the Board may require any person who files a notice of protest to post a protest bond in the amount equal to \$5,000.00 or 1% of the anticipated contract amount that is the subject of the protest, whichever is greater. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

(d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

(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 the delay incident to protest proceedings will jeopardize the award of the contract, 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 signed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may (but is not obligated to) schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, 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 above (if available), the District shall schedule a formal hearing to resolve the protest. The Chairperson

shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

- (a) Administer oaths and affirmations;
- (b) Rule upon offers of proof and receive relevant evidence;
- (c) Regulate the course of the hearing, including any pre-hearing matters;
- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

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

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

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect or an irregularity in the competitive solicitation process, 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 and any protest bonds shall be returned.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this rule at any time.

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

Law Implemented: § 190.033, Fla. Stat.

Rule 6.0 Effective Date.

These Rules shall be effective April 17, 2013.

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

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

RULES OF PROCEDURE
MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF _____

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Rule 1.0 General.

- (1) Meadow Pointe II Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, excluding federal and state holidays.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

(a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to the requirements of Section 120.54(5)(b)2., Florida Statutes, and 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 a loss payee or additional insured, as applicable.
- (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 a loss payee or additional insured, as applicable.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.

(4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.

(6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

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

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) **District Offices.** Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior twenty-four (24) months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) **Public Records.** District public records include, but are not limited to, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these Rules

is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature and volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential or exempt information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:

- (a) The date, time and place of the meeting, hearing or workshop;
- (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
- (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
- (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Jayna Cooper, jayna.cooper@inframark.com, Inframark Management Services, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607, Telephone: 813-608-8242. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
- (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval (“Meeting Materials”). Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

1. Financial Report
2. Approval of Expenditures

Supervisor's requests and comments
Public comment
Adjournment

(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with the notice requirements in sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) Public Comment. The Board shall set aside three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers, the meeting agenda, and other reasonable factors, at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided, however, that at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.

(11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
- (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
- (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session, which shall not exceed thirty (30) days unless good cause is shown. The transcript shall not be available for public inspection until after the conclusion of the litigation, including all appeals, or until the applicable attorney-client privilege is waived or expires under Florida law.

(14) Security and Fire safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), *Florida Statutes*; and
- (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
- (c) Support economical and efficient operations; and
- (d) Ensure reliability of financial records and reports; and
- (e) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

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

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

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.

(4) **Rule Development Workshops.** Whenever requested in writing by any affected person at least fourteen (14) days before the publication of the notice of proposed rulemaking, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary within fourteen (14) days of receiving the request. The District may initiate a rule development workshop but is not required to do so.

(5) **Petitions to Initiate Rulemaking.** All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than thirty (30) calendar days following the date of filing a complete petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

(6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
- (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
- (d) The published notice.

(7) Hearing. The District may, or upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

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

(9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except

that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

(e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

- (i) Administer oaths and affirmations;
- (ii) Rule upon offers of proof and receive relevant evidence;
- (iii) Regulate the course of the hearing, including any pre-hearing matters;
- (iv) Enter orders; and
- (v) Make or receive offers of settlement, stipulation, and adjustment.

(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

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

- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;

- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

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

Rule 3.0 Competitive Purchase.

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

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

- (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
- (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

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

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

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

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

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

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

(p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
- (ii) The past performance of the entity/individual for the District and in other professional employment;
- (iii) The willingness of the entity/individual to meet time and budget requirements;
- (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
- (v) The recent, current, and projected workloads of the entity/individual;
- (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

- (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
- (viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.

(q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed at least seven (7) days in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
 - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(8) **Contract.** Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

- (a) A provision specifying the services to be provided and fees or other compensation for such services;
- (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
- (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
- (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
- (e) Provisions required by law that require the auditor to comply with public records laws.

(9) **Notice of Award.** Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

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

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

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

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

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

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

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

(b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor’s bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

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

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

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

(5) Emergency Suspension and Revocation

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

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

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

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

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

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

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

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

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

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

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

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

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

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

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

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

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

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

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

(1) Filing.

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

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

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

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

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

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

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2025, 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.

MEADOW POINTE II RULES OF PROCEDURE
MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT GENERAL AND
PROCEDURAL RULES

1.0 General

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Rule 1.0 General.

(1) (1) Meadow Pointe II Community Development District ~~(the “District”)~~ was created pursuant to the provisions of Chapter 190, of the Florida Statutes ~~(2013)~~, 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) (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

Specific Authority: 190.011, 120.53(1)(a)

Law Implemented: 190.011, 120.53(1)(a)

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

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

1.1 Rule 1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall exercise the powers granted to the District under Florida law. The Board shall ("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 electors" as that term is defined by Florida statutory to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

Term of Officers. Board members

(2) (a) Supervisors shall hold office pursuant to for the term specified by Section 190.006, of the Florida Statutes. If, during the term of office of, any Board member(s), one or more vacancies occur) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the unexpired 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.

Vacancies: Quorum:

(b) Three (3) members of the Board physically present shall constitute a quorum for the purposes of conducting its business and, exercising its powers and for all other purposes. However, if three or more vacancies occur A Board member shall be counted toward the quorum if physically present at the same time, a quorum meeting, regardless of whether such Board member is not necessary to fill the vacancies 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, either in person or by phone unless otherwise provided in these rules 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.

(4) (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a chairman, vice chairman/treasurer/assistant secretary and secretary Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

(a) The ~~term of office of the chairman shall be two years. The chairman~~Chairperson must be a member of the Board. If the ~~chairman~~Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a ~~chairman to serve~~Chairperson. The Chairperson serves at the ~~remaining portion~~pleasure of the ~~term~~, after filling the board vacaney.Board. The ~~chairman~~Chairperson shall be authorized to ~~sign checks~~execute resolutions and ~~warrants for the District, countersigned by the treasurer or other persons authorized by the Board.~~contracts on the District's behalf. The ~~chairman~~Chairperson shall convene and conduct all meetings of the Board. In the event the ~~chairman~~Chairperson is unable to attend a meeting, the ~~vice chairman~~Vice-Chairperson shall convene and conduct the meeting.

The Vice ChairmanChairperson 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 ~~assume the duties of the Chair when absent and~~ have such duties and responsibilities as specifically designated by the Board from time to time. ~~The term of office for the vice chairman shall be two years, coincident~~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.

~~to that of the chairman. if the vice chairman resigns from that office or ceases to be a member~~

~~(c) The Secretary of the Board, the Board shall select a vice chairman to serve the remainder of the term, after filling the Board vacancy. The vice chairman shall be authorized to sign checks and warrants for the District countersigned by the treasurer or other person authorized by the Board.~~

~~(e) The secretary of the board~~ serves at the pleasure of the Board and need not be a member of the Board. ~~The secretary~~Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. ~~The District Manager may serve as secretary~~
~~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)~~ (d) The ~~treasurer~~Treasurer need not be a member of the Board but must be a resident of the State of Florida. ~~The treasurer~~Treasurer shall perform duties described in Section 190.007(2) and (3~~7~~) of the Florida Statutes, as well as those assigned by the Board from time to time. ~~The treasurer~~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.

(5) (3) Committees. The ~~board~~Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically-designed functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.

(6) (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings of the Meadow Pointe II Community Development District," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, ~~bond~~ and corporate acts.

Meetings. The ~~board~~Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(7) (5) Meetings. For each fiscal year, the ~~Board shall~~ establish a schedule of regular meetings ~~and may also meet upon call, which shall be published in a newspaper of the chairman or three Board members.~~ A regular meeting may be canceled, provided that notice of cancellation shall be given general circulation in the same manner as notice for county in which the meeting or a substantially equivalent ~~District~~ is located and reasonable notice filed with the local general-purpose governments within whose boundaries the ~~District~~ is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286, of the Florida Statutes.

(8) (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interestsinterest 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 ~~official's~~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~~law.

(a) (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~~Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member ~~shall~~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~~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'sBoard'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~~Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen ~~(15)~~(15) days of the meeting.

~~(b)~~(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~~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~~filing of the ~~written memorandum~~Memorandum of Voting Conflict. The Board ~~member's~~member's vote is unaffected by this filing.

~~(c)~~(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)~~ (d) In the event that a Board member elected at a ~~landowner's~~landowner's election or appointed to fill a vacancy of a seat last filled at a ~~Landowner's~~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~~Memorandum of ~~voting conflict~~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, ~~112.3143~~, Fla. Stat.

1.2 Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

Public Records. All district public records (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 meaning of Chapter 119, Florida Statutes, county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior twenty-four (24) months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(1) (2) Public Records. District public records include, but are not limited to, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law, including the "Record of Proceedings of the Meadow Pointe II community Development District," law may be copied or inspected at the District's Office 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.

(2) (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of ~~the current Florida statutory rate~~~~\$0.15 per page~~ for one-sided copies and ~~\$0.20 per page for~~ two-sided copies if not more than 8-1/2 $\frac{1}{2}$ by 14 inches, ~~and for~~. For copies of public records in excess of ~~that size at a~~ the sizes listed in this section and for outside duplication services, the charge ~~not~~ shall be equal to ~~exceed~~ the actual cost of reproduction. Certified copies of public records shall be made available at a charge of ~~\$one dollar (\$1.00)~~ per page ~~or the current Florida statutory rate, whichever is greater~~. If the nature ~~of~~ for 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 ~~fee of \$30.00 per hour for supervisory assistance, \$20.00 per hour for clerical assistance, and the actual cost incurred for the use~~ 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 ~~resources~~ resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature and volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this rule, "Rule, the word "extensive"" shall mean that it will ~~take~~ take more than 15 minutes to locate, review for confidential information, copy and ~~re-file the requested materials~~ 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 ~~fees~~ charges, are anticipated to exceed \$twenty-five dollars (\$25.00, ~~payment in advance by~~), then, prior to commencing work on the request, the District will inform the person making the public records request ~~is required~~ of the estimated cost, with the understanding that the final cost may

vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

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

Specific Authority: §§ 190.011, 120.53(1)(a)(5), 190.011(15), Fla. Stat.

Law Implemented: 190.06(7); §§ 112.31446(3), 112.3145(8)(a)1., 119.07(1)(a), 119.07(1)(b), 120.53(1)(a), 119.0701, 190.006, Fla. Stat.

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

(1) Notice. Except in emergencies, or as otherwise provided in required by statute or these Rules, at least seven ~~days~~^{(7) days} public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and shall in the county in which the District is located. “General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days’ public notice stated herein. Each Notice shall state, as applicable:

(a) (a) The date, time, and place of the meeting, hearing or workshop;

(b) (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) (c) The District office address where persons may obtain a copy for the submission of requests for copies of the agenda;

~~The notice shall state that if a person decides to seek a review of any official decision made at the Board meeting, a record, as well as a contact name and telephone number for verbal requests for copies of the proceeding will be required and the person intending to appeal will need to ensure that a verbatim record of the proceeding is made including the testimony agenda; and evidence necessary for the appeal.~~ (e)

(d) (d) The Notice shall include the following or substantially similar language: “Pursuant“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'sDistrict Office at least ~~forty-eight (48) hours~~^{three (3)} business days before the meeting/hearing/workshop by contacting the District Manager at — Jayna Cooper, jayna.cooper@inframark.com, Inframark Management Services, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607, Telephone: 813-608-8242. 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.”

(2) Agenda. The District Manager, under the supervision of the chairman or those

~~members calling for a Board meeting, shall prepare a notice of the meeting or workshop and an agenda. The notice and agenda shall be available to the public at least seven days before the meeting or workshop except in an emergency. Copies of Resolutions or other items upon which the Board will be asked to vote shall be provided to the Board with the agenda at least seven days before the meeting or workshop, except in an emergency. The agenda may be changed before or at the meeting or workshop for good cause stated by the presiding officer and recorded in the minutes of the meeting.~~

Agenda Format. The district

(e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”

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

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

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval (“Meeting Materials”). Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

Call to order
Roll call
Public comment
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports
 (a) District Counsel
 (b) District Engineer
 (c) District Manager
 1. Financial Report
 2. Approval of Expenditures
Supervisor's requests and comments
Public comment
Adjournment

(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) Public Comment. The Board shall set aside a three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors, at each meeting for public comment and members

of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.

(11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

(a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

(b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

(c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any

continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) Security and Fire safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), *Florida Statutes*; and
- (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
- (c) Support economical and efficient operations; and
- (d) Ensure reliability of financial records and reports; and
- (e) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Notice of Rule Development.

(a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), infra., and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

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

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District’s statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a statement has been prepared pursuant to Section 120.541(2), *Florida Statutes*, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21)

days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

(6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;

(c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and

(d) The published notice.

(7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

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

(9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

(a) The texts of the proposed rule and the adopted rule;

(b) All notices given for a proposed rule;

(c) Any statement of estimated regulatory costs for the rule;

(d) A written summary of hearings, if any, on the proposed rule;

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

(f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

(a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.

(c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

(e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

Board Authorization:

- (i) Administer oaths and affirmations;
- (ii) Rule upon offers of proof and receive relevant evidence;
- (iii) Regulate the course of the hearing, including any pre-hearing matters;
- (iv) Enter orders; and
- (v) Make or receive offers of settlement, stipulation, and adjustment.

(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

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

- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly

related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

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

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

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

Rule 3.0 Competitive Purchase.

(1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

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(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.

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(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 onetwo million dollars, (\$2,000,000), for a study activity when the fee for such professional servicesProfessional Services to the District does not exceed \$50,000,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.

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(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 legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, Maintenance Services, or Professional Services (as defined in Section 287.055(2)(a), of the Florida Statutes, and these Rules) or maintenance services. 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 Rule Rules 3.5.5 or 3.6.

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(d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for

the design and construction of a public construction project.

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

4. (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

2. (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.

(e) ~~A "Design-Build Contract" means a single contract with a Design-Build Firm for the design and construction of a public construction project.~~

~~A"~~

(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~~District's Request for ~~proposals~~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~~ to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

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(g) "Design Criteria Professional" means a firm who ~~holds~~holds a current certificate of registration under ~~chapter~~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~~Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the ~~agency for the providing of~~District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the ~~design criteria package~~Design Criteria Package.

~~ii~~

(h) "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (~~e.g. 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 ~~bidding~~purchase would be detrimental to the interests of the

(h) 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.

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(i) "Invitation to Bid" is a written or electronically posted solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.

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(j) "Invitation to Negotiate" means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.

ii

(k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.

(l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.

(m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:

(i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;

(ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

(iii) For a cost to the District deemed by the Board to be reasonable.

(n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

(o) "Request for Proposals" or "RFP" is a written or electronically posted

solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

(k)(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~~. “~~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 ~~Proposal~~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 ~~Proposal~~Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

1. (i) The ability and adequacy of the professional personnel employed by the entity/individual;
2. (ii) The past performance of the entity/individual for the District and in other professional employment;
3. (iii) The willingness of the entity/individual to meet time and budget requirements;

4. (iv) The geographic location of the entity's/individual's entity's/individual's headquarters or office in relation to the project;;
5. (v) The recent, current, and projected workloads of the entity/individual;;
6. (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, Florida Statutes, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;
7. (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
8. (viii) Whether the entity/individual ~~is~~ is a certified minority business enterprise.

(l) "Negotiate" means to conduct legitimate, ~~rum's~~ length discussions and conferences to reach an agreement on a term or price.

(m) "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 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.

(n) "Proposal (or Reply or Response) Most Advantageous to the District" means, as ~~determined~~defined in the sole discretion of the Board, the proposal, reply or response (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) which is for a cost to the District deemed reasonable by the Board Section 287.0943, Florida Statutes.

(o) "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.

(p) "Request for Proposal" ("RFP") or "Request for Qualification" ("RFQ") is a written solicitation for sealed proposals or qualifications with the title, date and hour of the public

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

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(q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” means 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 ProposatProposals, Invitations to Negotiate, or ~~other competitive solicitation~~Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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

5.1 Rule 3.1 Procedure Under ~~The~~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 providing 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 (currently \$325,000.00), 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 (currently \$35,000.00), as such categories may be amended or adjusted from time to time.

(2) (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'sfirm's qualification submittal:

(a) Hold all required applicable federal licenses in good standing, if any.

(b) (a) Hold all required applicable state professional licenses in good standing;

If the consultant is a corporation, hold

(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'sDistrict's Request for

Qualifications.

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

(3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested

consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at

least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. ~~Consultants who provide their name and address to the The District Manager for inclusion on the list shall receive~~ ~~shall make reasonable efforts to provide copies of any notices by mail 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 ~~in its sole and absolute discretion, whether or not reasonable,~~ 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 ~~above~~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~~ 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:

1. (i) The ability and adequacy of the professional personnel employed by each consultant;

2. (ii) Whether a consultant is a certified minority business enterprise;

3. (iii) Each ~~consultant's~~ consultant's past performance;

4. (iv) The willingness ~~of each consultant~~ to meet time and budget requirements;

5. (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;

6. (vi) The recent, current, and projected workloads of each consultant ~~and~~

7. (vii) The volume of work previously awarded to each

consultant by the
District.

(b) (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) (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) (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, ~~facsimile~~electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.911 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~~District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.911.

(5) (5) Competitive Negotiation.

(a) (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~~perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) (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."

(e) (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~~ 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) (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms ~~shall~~ 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.

(6) (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(7) (8) Emergency Purchase. The District may make an ~~emergency purchase~~ Emergency Purchase without complying with these Rules. The fact that an ~~emergency purchase~~ 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:~~ Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 53.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

(a) "Auditing Services" means those services within the scope of the practice of a certified ~~public~~public accounting firm licensed under Chapter 473, of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(b) "Committee" means the ~~audit~~auditor selection committee appointed by the Board as described in Subsection 5.2section (2) of this Rule.

(2) Establishment of Audit Auditor Selection Committee. Prior to a public announcement under Subsectionsection (4) of this Rule that Auditing Services are required, the Board shall establish an ~~audit~~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~~The Committee ~~should~~shall include at least three individuals, ~~some or at~~at least one of ~~whom may~~which must also ~~serve as members~~be a member of the District's Board of Supervisors. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under Subsectionsection (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of ~~audit services~~Auditing Services to be provided by a certified public accounting firm ~~duly~~licensed under ~~chapter~~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) (a) Minimum Qualifications. In order to be eligible to submit a ~~proposal~~proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

1. ~~Hold all required applicable federal licenses in good standing, if any.~~

2. (i) Hold all required applicable state professional licenses in good standing;

~~If the proposer is a corporation, hold~~ (ii) Hold all required applicable federal licenses in good standing, if any;

3. (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.

4.

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) (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

1. ability

(i) Ability of personnel;

2. experience;

3. understanding of scope of work;

ability (ii) Experience;

4. (iii) Ability to furnish the required services; and

5. ~~such~~ (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

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

(4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in ~~Subsection~~ section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days

| for the submission of proposals.

(5) Request for Proposals. The Committee shall provide interested firms with a ~~request~~Request for ~~proposal~~ ("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.

Committee's

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

(7) Board Selection of Auditor.

(a) (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~~firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be ~~terminated~~terminated and the Board shall immediately begin negotiations with the second ~~most qualified~~ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ~~most qualified~~ranked ~~firm~~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~~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~~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) (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) (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) (d) Notwithstanding the foregoing, the Board may reject any or all proposals in its sole and absolute discretion whether or not reasonable. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39, of the Florida Statutes, and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

(a) (a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) (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) (c) A provision setting forth the deadline deadlines for the auditor to submit a preliminary draft audit report to the District for review, which, unless it is in the best interests of the District and to establish submit a different deadline, shall be final audit report no later than July 1 June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

(9) Notice of Award. Once a negotiated agreement with a firm or individual is

reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent ~~to~~to award, including the rejection of some

(9) or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, ~~faesimile~~electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 5.93.11 of the Rules of the District ~~shall~~shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this ~~seetion~~Rule shall be as provided for in Rule 5.9:3.11. 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.

5.3 **Rule 3.3 Purchase of ~~insurance~~ 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~~ Rules, the following procedure ~~shall~~ shall be followed:

- (a) The Board ~~shall~~ shall cause to be prepared a Notice of ~~Invitation~~ Invitation to Bid.
- (b) Notice of ~~Invitation~~ the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice ~~shall~~ 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. ~~Persons who provide their name and address to the The District Office for inclusion on the list shall receive shall make reasonable efforts to provide copies of any notices by mail 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~~ 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 ~~in its sole and absolute discretion, whether or not reasonable,~~ 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

(g) requirements. Bid responses shall be ~~evaluated~~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~~relevant business presence and ~~offices in relation~~capability to service the ~~District~~District's needs, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the ~~following~~following statement: "Failure to file a protest within the time prescribed in Rule ~~5.93.11~~5.93.11 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~~District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule ~~5.93.11~~5.93.11.

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

Law Implemented: § 112.08, Fla. Stat.

5.4 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~~Contractual Services, and maintenance services.

(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

(2)

- (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~~prequalification criteria and procedures and allow at least seven (7) ~~days~~days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt ~~pre-~~qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
- (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, ~~contractual services, maintenance services and construction services under~~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).

~~\$250,000. The notice shall allow at least (twenty one) 21 days for submittal of qualifications for construction services estimated to cost over \$250,000 and thirty (30) days for construction services estimated to cost over \$500,000.~~

- (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any ~~prequalification~~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:

~~Hold the~~

~~standing.~~

1. (i) ~~Hold all required applicable state professional licenses in~~ ~~min~~ good standing;

2. (ii) Hold all required applicable federal licenses in good standing, if any;~~;~~

3. (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

4. (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~~of Supervisors~~, 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~~ 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, ~~in the District's sole and absolute discretion, whether or not reasonable,~~ to be in the best ~~interests~~interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j)

Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to ~~all~~all vendors by United States Mail, electronic mail, hand delivery, ~~facsimile~~ or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule ~~5.93.11~~ 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~~District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule

~~5.9~~3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with ~~Rule 5.4~~section (2)(b) of this Rule and Section 255.20(1)(b), of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

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

- i. One of the circumstances specified under Section 337.16(2), *Florida Statutes*, has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

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

iii. Any other circumstance constituting “good cause” under Section 337.16(2), Florida Statutes, exists.

(b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), Florida Statutes, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor’s bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

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

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

(e) If a contractor’s pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.

(f) In the case of contract crimes, the vendor’s pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor’s conviction for contract crimes, the revocation, denial, or suspension of a vendor’s pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

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

(g) The District shall deny or revoke the pre-qualified status of any contractor and its

affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

- (a) A contractor whose qualification to bid has been revoked or denied because of contract crime may, at any time after revocation or denial, file a petition for reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.
- (b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.
- (c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

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

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

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

5.5 **Rule 3.5 Construction Contracts, Not Design-Build.**

I. 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 ~~tem1sterms~~ 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) (a) The Board shall cause to be prepared an Invitation to Bid, Request for ~~Proposat~~Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than

\$ five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 53.4 and determined that only the contractors that have been pre-qualified will be ~~perm1itted~~permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, electronic mail, hand delivery, ~~faesimile~~ or overnight delivery service.

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

(d) (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) (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~~:

1. (i) Hold ~~the all~~ required applicable state professional licenses ~~min~~ good standing;
2. (ii) Hold all required applicable federal licenses in good standing, if any ~~;~~
3. (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
4. (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for ~~Proposal~~ Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

(g) (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 ProposalProposals, 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 ProposalProposals, 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) (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, in the District's sole and absolute discretion, whether or not reasonable; to be in the best interestsinterest 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) (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) (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, facsimile or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 5.93.11 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 District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 5.93.11.

(k)- If less than three responsive bids, proposals, replies(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, replyResponsive Bid, Proposal, Reply, or response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

(3) (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 ruleRule 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.

(4) (5) Emergency Purchases. The District may make an emergency purchaseEmergency Purchase without complying with these rules: only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an emergency purchaseEmergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.

(6) Exceptions. This Rule5.5 is inapplicable when:-

(a) theThe project is undertaken as repair or maintenance of an existing public facility,-;

(b) ~~the~~ 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; ;

(5) (c) ~~the~~ The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the ~~contractor, or d) when the District, after public notice, conducts a public meeting under Section 286.011, 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.~~ contract; or

II. DESIGN-BUILD CONTRACTS.

(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) (1) Scope.

~~The~~ 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) (2) Procedure.

(a) (a) The District shall utilize a Design Criteria Professional meeting the requirements of ~~Subsection~~ ~~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 ~~using Section 5~~ pursuant to Rule 3.1, ~~Procedure under Consultants' Competitive Negotiations Act.~~ The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) (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) (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in ~~Subsection~~ ~~Section~~ 287.055(9,) of the Florida Statutes, or pursuant to ~~the~~ the qualifications-based selection process pursuant to Rule 53.1.

1. (i) Qualifications-Based Selection. If the process set forth in ~~Rule 5~~
~~Rule 3~~.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

2. (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:

a. 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

~~\$500,000 must be noticed at least thirty (30) days prior to the date for submittal of proposals.~~

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b. 2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States ~~Mail~~, or hand delivery ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

c. 3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

(i) a. Hold the required applicable state professional ~~license(s)~~ licenses in good standing, as defined by ~~Subsection~~ ~~Section~~ 287.055(2)(h) of the Florida Statutes;

(ii) b. Hold all required applicable federal licenses in good standing, if any;

(iii) 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;

| (iv) _____

d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

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

~~The proposals shall be publicly opened.~~

d.

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.

~~THE~~

e.

5. The Board shall have the right, in its sole and absolute discretion, whether or not reasonable, to reject all proposals if the proposals are too high, or rejection is determined to be in the best interests of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

f.

6. If less than three proposals(3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposalsResponsive Proposals are received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the

design-build services without further competitive selection processes.

g. 7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, ~~facsimile~~electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 5.93.11 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~~District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 5.93.11.

h. 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~~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~~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. ~~Failing accord~~ Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified firm, the Board at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must terminate negotiations be terminated. The Board shall then undertake negotiations with the third firm: 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.

(3) (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~~ 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, 190.033½, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

5.6 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 **TWOFOUR**, 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, ~~a~~Request for Proposals, ~~an~~Invitation to Negotiate, or Competitive Solicitation.
- (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
- (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery ~~or~~ **facsimile**, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
- (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time ~~or receipt of~~ of the bids, proposals, replies, or responses:

1. (i) Hold ~~the all~~ required applicable state professional licenses in good standing;
2. (ii) Hold all required applicable federal licenses in good standing, if any;
3. (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

4. (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. ~~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 after opening.~~ 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 ~~in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to an response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select~~ be accepted. If the lowest Responsive Proposal, Reply or Response Bid is submitted by a Responsive and Responsible Vendor which is most advantageous to the District. Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five percent (5%). If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

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

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.9 Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

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

(d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

1. (i) Hold ~~the~~ all required applicable state professional ~~–~~ licenses ~~–~~ in good standing;

2. (ii) Hold all required applicable federal licenses in good standing, if any;

3. (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

4. (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.~~

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) (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 ProposalProposals, 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 after opening.~~ 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) (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 ProposalProposals, 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~~Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with ~~qualified~~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) (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, ~~in the District's sole and absolute discretion, whether or not reasonable;~~ to be in the best ~~interests~~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) (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) (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 5.93.11 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~~District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 5.93.11.

(k) (k) If less than three ~~responsive bids, proposals, replies~~(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~~Responsive Bid, Proposal, Reply, or response is received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) (3) Exemptions. Maintenance ~~Services~~services that are only available from a single source are exempt from this Rule. Maintenance ~~Services~~services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this ~~rule~~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.

5.7 (4) (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period ~~that may not exceed three (3) of five (5) years or the term of the original contract, whichever period is longer.~~

(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.

(5) (6) Emergency Purchases. The District may make an ~~emergency purchase~~Emergency Purchase without complying with these rules. The fact that an ~~emergency purchase~~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:~~ Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

5.8 **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, a Request for ~~Proposal, an~~ Proposals, Invitation to Negotiate, or a 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.

5.9 **Rule 3.11** **Protests Withwith Respect To Proceedings under Rules 53.1, 53.2, 5.3, 5.3, 3.4, 3.5.5, 5.3.6, 3.8, and 5.73.9.**

The resolution of any protests with respect to proceedings under Rules 53.1, 53.2, 5.3, 5.3, 3.4, 3.5.5, 5.3.6, 3.8, and 5.73.9 shall be in accordance with this Rule 5.9.

(1) **Filing.**

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for ProposatProposals, 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 ProposatProposals, 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'sDistrict's intended decision. Failure to file a formalformal 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) aboveof this Rule, any firm or person who is affected adversely by a District'sDistrict's ranking or intended award under Rules 53.1, 53.2, 5.3, 5.3, 3.4, 3.5.5, 5.3.6, 3.8, or 5.73.9 and desires to contest the District'sDistrict'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'sDistrict's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rightsrights to protest the District'sDistrict'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.

(e) (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~~District's competitive solicitation documents for a particular purchase under Rules ~~53.1, 53.2, 5.3, 5.3, 3.4, 3.5.5, 5, 3.6, or 5.7, the Board may require~~3.8, or 3.9, any person who files a notice of protest ~~to~~must post ~~at~~the protest bond ~~in the~~. The amount ~~equal to \$5,000.00 or 1% of the anticipated contract amount that is the subject of the protest, whichever is greater. In~~ 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~~ In the event the protest is unsuccessful, the protest bond shall be applied towards the ~~District's~~District's costs, expenses, and ~~attorney's~~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 ~~protester~~protestor.

(d) (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

(2) (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 ~~the~~that delay incident to protest proceedings ~~will jeopardize the award of the contract,~~ 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 ~~signed~~executed.

Informal

(3) (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may ~~but is not obligated to~~, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via ~~facsimile, United States Mail~~certified mail, hand delivery, or hand delivery with delivery confirmation to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the ~~informal~~informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) (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 ~~above (if available), unless for in section (3) of this Rule, the~~ District shall schedule a formal hearing to resolve the protest. The Chairperson ~~shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other~~

| qualified person as a hearing officer to conduct the hearing. The hearing officer may:

~~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~~ calendar days from receipt of the recommended order in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

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

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

Law Implemented: § 190.033, Fla. Stat.

Rule 64.0 Effective Date.

These Rules shall be effective _____, 2025, 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), FinFla. Stat.

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

House Bill No. 827

An act relating to Meadow Pointe and Meadow Pointe II Community Development Districts, Pasco County; requiring owners to submit building plans to the district board under certain circumstances; permitting architectural review by each district board; providing for the enforcement of deed restrictions within each district; providing penalties; excluding certain villages from the provisions of this act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Notwithstanding any other provision of law, the owner of a residential property within the Meadow Pointe Community Development District established by Pasco County Ordinance 91-15 and Meadow Pointe II Community Development District established by Pasco County Ordinance 94-13, when erecting any new building or making alterations or additions to any existing building on a residential parcel, must submit the plans as they relate to the appearance, color, texture of materials, and architectural design of the exterior to the appropriate district governing board, and the respective board shall approve the plans or recommend modifications to the plan within 30 calendar days after receipt thereof, said approval and recommendations to be based upon judicially reviewable standards which each board is authorized to adopt by rule. If modifications are recommended, the owner must then resubmit the amended plan to the district governing board for approval and, if agreement cannot be reached, may apply to the court of appropriate jurisdiction for relief.

Section 2. Notwithstanding any other provision of law, each district governing board may enforce deed restrictions within its respective district and actions at law or in equity, or both, may be used to redress alleged failure or refusal to comply with said restrictions and may levy fines and suspend the use of rights in accordance with the provisions of section 720.305(2), Florida Statutes, as may be amended from time to time, when its rules so provide.

Section 3. The Villages of Longleaf, Lettingwell, Vermillion, Covina Key, and Sedgewick which are within the Meadow Pointe II Community Development District and which have mandatory homeowners' associations are excluded from the provisions of this act.

Section 4. This act shall take effect upon becoming a law.

Approved by the Governor June 23, 2004.

Filed in Office Secretary of State June 23, 2004.

Prepared by and return to:
Kelly M. Fernandez, Esq.
Person & Cohen, P.A.
6853 Energy Ct.
Lakewood Ranch, FL 34240

RESOLUTION 2018-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT RESTATING AND AMENDING RESOLUTION NO. 2013-4 ADOPTED ON APRIL 17, 2013; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Meadow Pointe II Community Development District ("CDD") is authorized by Chapter 2004-417, Laws of Florida to enforce the deed restrictions of communities therein, except those which have mandatory homeowners' associations; and

WHEREAS, due to changes in state law, the Board of Supervisors desires to amend the process for levying fines adopted by Resolution 2013-4 on April 17, 2013, to be consistent with current state law; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt resolutions as may be necessary for the conduct of District business.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The above Whereas clauses are true and correct and are hereby ratified and confirmed.

SECTION 2. In order to defray the costs of the CDD in inspection and enforcement, the following schedule of fines was adopted by the CDD on April 17, 2013 by Resolution 2013-4 and remains in effect for any violation by the homeowner, guest, tenant or invitee of the deed restrictions of those communities within the CDD without a mandatory homeowners' association:

<u>Restriction No.</u>	<u>Violation</u>	<u>Fine/day</u>
2	Temporary structure, trailer, tent, shack, garage or other outbuilding	\$50.00
6	Nuisances and unreasonable disturbances	\$25.00
8	Animals	\$25.00
9	Signs	\$50.00
10	Garbage or trash containers	\$25.00
11	Fences	\$30.00

14	Lot maintenance (vegetation, debris, trash)	\$25.00
17	Vehicles and parking	\$50.00
18	Mailboxes	\$25.00
19	Partially or totally destroyed buildings or improvements, overgrowth, rubbish, debris, partial construction of building or structure	\$50.00
22	Architectural control violation	\$100.00

A fine may be levied by the Board of Supervisors for each day of a continuing violation, with a single notice and opportunity to be heard, except that a fine may not exceed \$1,000.00 in the aggregate. A fine may not be imposed without at least fourteen (14) days' notice to the parcel owner and, if applicable, any occupant, licensee, or invitee of the parcel owner, sought to be fined and an opportunity to be heard before a committee as set forth in Section 720.305(2), Florida Statutes. Written notice of any proposed fine approved by the committee must be provided by mail or hand delivery to the homeowner and, if applicable, to any tenant, licensee or invitee of the parcel owner. Any aggregate fine of \$1,000.00 may become a lien against a parcel. The Board of Supervisors retains the right to reduce any fines imposed.

SECTION 3. The fines adopted by this Resolution shall be enforced in accordance with Section 720.305, Florida Statutes, as may be amended from time to time.

SECTION 4. This Resolution shall be recorded in the Public Records of Pasco County, Florida.

SECTION 5. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 6. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 7. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 15th day of May, 2018.

ATTEST:

Robert Nanni
Robert Nanni
Secretary

BOARD OF SUPERVISORS OF THE
MEADOW POINTE II COMMUNITY
DEVELOPMENT DISTRICT
David K. Sanders
Michael Cline, David Sanchez
Vice Chairman

SWORN TO AND ACKNOWLEDGED before me this 16 day of May, 2018 by
~~Michael Cline~~, who is personally known to me.

Dawn Sanchez

Robert Nanni
Print Name: Robert Nanni

(SEAL)



Current information on website

The Board of Supervisors, under Florida Law 2004-417, instituted a list of fines concerning violations to published Deed Restrictions. A five member committee of residents has been established to review any violations of Deed restrictions that are presented to them. Once a written or verbal complaint has been made to the clubhouse, the ARC/DRC coordinator will investigate and take pictures of the reported violation. They will present the findings to the Board of Supervisors who will approve/disapprove the findings. If a violation has occurred, a warning letter will be sent to the home owner of record. S/he has 19 days from the date of the letter to correct the violation. If it's not corrected, the ARC/DRC coordinator will refer the matter for a scheduled PUBLIC HEARING and invite the homeowner to appear. At this time the DRVC will determine if a fine should be imposed. The fine can be \$25 a day for lot maintenance violations or \$50 a day for vehicle parking. Other violations include: nuisance animals, temporary structures, garbage, fences, and yes, dirty mailboxes. All Deed Restrictions were put in place by the developer when MPII was built and are not set by the DRVC.

Please replace with the following. This policy was changed on July 18, 2018 at the CDD Board Meeting.

The Board of Supervisors, under Florida Law 2004-417, instituted a list of fines concerning violations to published Deed Restrictions. A five member committee of residents has been established to review any violations of Deed restrictions that are presented to them. Once a written or verbal complaint has been made to the clubhouse, the ARC/DRC coordinator will investigate and take pictures of the reported violation. S/he will present the findings to the Board of Supervisors who will approve/disapprove the findings. If a violation has occurred, a warning letter will be sent to the home owner of record. S/he has 19 days from the date of the letter to correct the violation. If it's not corrected, the ARC/DRC coordinator will refer the matter back to the Board of Supervisors to determine if the violation has not been resolved. The Board of Supervisors will then issue the amount of the fine and suspension of the ID card and remote gate access if the fine is not corrected. The ARC/DRC Coordinator will send a second letter for a scheduled PUBLIC HEARING and invite the homeowner to appear. At this time the DRVC will confirm or deny if fine and suspension of ID card and remote gate access should be imposed. The fine can be \$25 a day for lot maintenance violations or \$50 a day for vehicle parking. Other violations include: nuisance animals, temporary structures, garbage, fences, and yes, dirty mailboxes. If a property remains in violation and the fine unpaid once the fine reaches \$1000 in the aggregate a lien will be placed on the property. All Deed Restrictions were put in place by the developer when MPII was built and are not set by the DRVC.



Meadow Pointe II CDD Enforcement of Deed Restrictions Procedures

- 1) Enforcement. The District may enforce deed restrictions governing the use and operation of real property located in the District. The District Board of Supervisors (hereinafter "Board") shall determine whether enforcement of the deed restrictions by the District is appropriate. For purposes of these procedures, the term "deed restrictions" shall mean those covenants, conditions and restrictions contained in any applicable Declaration of Restrictions affecting real property located in the District.
- 2) Records. Each time the District receives a report that a violation has occurred, the designated District representative (referred to herein as the "District Representative") shall create a record of the report and the alleged violation, and inspect the property to determine whether a violation has occurred.
- 3) Review. Whenever a reported violation relates to an alteration, modification or addition to an existing building or to the erection or construction of a new building (referred to herein as the "Improvements"), the District Representative shall research the District's records to determine whether the Improvements were approved, and if so, whether the Improvements conform to the approved plans and conditions.
- 4) First Notice. If the District Representative determines that the property is in violation of deed restrictions, then the District Representative shall send a written notice to the owner of the property (referred to herein as the "Landowner") describing the nature of the violation, the corrective action required, and the date by which correction action must be taken and completed, which shall be at the discretion of the District Representative depending on the nature of the violation(s) (the "First Notice"). After the date established by the First Notice, the District Representative shall inspect the property and determine whether the violation has been corrected. In cases where the violation has been corrected, the District Representative shall document the District's records and close the case.
- 5) Initiation of Deed Restriction Violation Case. Upon failure of the Landowner to correct the violation after receipt of the First Notice letter from District Representative, the case shall be referred to the Board for review and a determination of whether to levy a fine and/or suspend use rights .

- 6) Establishment of Deed Restriction Violation Committee (“DRVC”); Notice of DRVC Hearing. The DRVC shall be established by the Board, and shall be composed of five (5) members appointed by the Board who are not officers, directors, or employees of the District, or the spouse, parent, child, brother or sister of any officer, director or employee of the District. In making appointments to the DRVC, the Board shall give preference to owners of property within the District. Upon receipt of the case, and with the assistance of the District Representative, the DRVC shall provide the Landowner with at least 14 days notice of a hearing before the DRVC (plus 5 days for mailing). Notice for purposes of these procedures shall consist of written notice mailed to the Landowner by First-Class Mail and Certified Mail (with proof of mailing). The written notice shall advise the Landowner of the scheduled date, time and place for the hearing, and shall contain a statement to the effect that it is the Landowner’s responsibility to provide for and obtain a verbatim transcript of the hearing, if one is desired.
- 7) DRVC Hearing. After receiving evidence which may consist of documents and/or testimony concerning the alleged violation and providing the Landowner with an opportunity for a hearing, the DRVC shall make appropriate findings of fact, determine whether a violation has occurred, and confirm or deny any fine and/or suspension of use rights levied by the Board. All meetings of the DRVC shall be duly noticed public meetings which are subject to the Sunshine Law, and all records from any meeting or hearing shall be public records. The decision of the DRVC shall be determined by a majority vote.
- 8) DRVC Order. The Order of the DRVC shall be sent by mail or hand delivery to the Landowner and, if applicable, to any tenant, licensee, or invitee of the parcel owner within five (5) business days after the hearing. Upon review of the DRVC’s recommendation, the Board may take any action authorized by law to enforce the deed restrictions, including, without limitation, actions at law or in equity, or both, to redress the failure or refusal of the Landowner to comply with the deed restrictions, actions for injunctive relief, and/or for enforcement or recovery of fines levied by the District.
- 9) Fines and Suspensions. If the DRVC Order imposes a suspension of the Landowner’s rights to use the common areas owned by the District, the suspension shall remain in effect until such time as the District determines all violations have been cured and any fines have been paid. Fines shall not exceed \$100.00 per violation, and in the case of a continuing violation, fines may be assessed on a daily basis provided the aggregate amount of each fine shall not exceed \$1,000.00. Suspension of the Landowner’s common area use rights shall include the Landowner’s guests, invitees and tenants.
- 10) Notice of Cure. The Landowner shall be responsible for notifying the District that the violation has been removed or otherwise cured.
- 11) Notices. All written notices required by these procedures shall be sent to the address listed for the Landowner in the Pasco County Tax Collector’s office or such other address as may have

been requested for notice by the Landowner in writing. Service of all such notices shall be effective upon mailing.

- 12) Repeat Violations. If a year has not passed from the time a Landowner last corrected and closed the case on a prior violation, and the Landowner is cited for the same restriction violation event, then the District shall dispense with sending any courtesy notices to the Landowner of the violation.
- 13) Annual Report. Annually at the October regular monthly meeting, and at such other times as requested by the Board, the District Manager shall deliver a report on the status of unpaid fines owed by any Landowner for deed restriction violations.
- 14) Authorization for the enforcement of deed restrictions is established primarily by Chapter 2004-417, Laws of Florida. Interested parties must follow the requirements of applicable statutes as well as these procedures.
- 15) Specific Authority: Ch. 2004-417, Laws of Fla.; 120.53(4), Fla. Stat.

**STANDARD DEED RESTRICTION VIOLATION
COMMITTEE OR THE DRVC HEARING PROCEDURE**

1. Committee Chair calls the case number.
2. District Representative gives summary of case including property address, owners of record, and deed restriction involved.
3. Committee Chair asks if Landowner(s) are present. If yes, then Committee Chair explains meeting procedure to the Landowner(s).
4. DRVC Representative presents case.
5. Committee asks questions of District witnesses.
6. Landowner(s) permitted to question District witnesses.
7. Landowner(s) present defense and call any witnesses.
8. Committee questions defense witnesses.
9. DRVC Representative presents any rebuttal.
10. Committee and Landowner(s) question any rebuttal witnesses.
11. Committee closes evidence portion of hearing.
12. Committee discusses case and makes appropriate motion:
 - i. First Hearing on matter: Finding in violation, Future Fine.
Motion that Committee finds Landowner(s) in violation of deed restriction(s) _____, and that a fine up to \$100 per day may be imposed for each day the violation continues with a maximum fine of \$1,000.
(Optional: Finding that the violation constitutes a serious threat to the public health, safety and welfare and that the District is authorized to correct the violation and charge the Landowner(s) with any costs.)
 - ii. Violation, Compliance before hearing, No Fine, Warning.
Motion that Committee finds Landowner(s) in violation of deed restriction(s) _____, that the Landowner(s) corrected the violation prior to the hearing, and that no fine is imposed (warning about repeat violator status).
 - iii. No Violation, No Fine.
Motion that Committee finds Landowner(s) are not in violation of deed restriction(s) _____ and that no fine be imposed.

- iv. Repeat Violator. Special motion required.
- v. Continuance. Motion that Committee continue the case to _____ (date, place and time certain).

In determining the amount of the fine, the Committee may consider the following factors including but not limited to:

1. The gravity of the violation;
2. Any actions taken by the violator to correct the violation; and
3. Any previous violations committed by the violator.

The Committee may ask questions that it believes are relevant to determining if a violation has occurred or if it has been corrected.

BEFORE THE DEED RESTRICTION VIOLATION COMMITTEE
OF MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT

Case No. 20 -

Re Property of: property owner

Legal Description: [Legal Description as recorded in the public records]

Street Address: address
Wesley Chapel, FL 33543

Parcel ID #:

ADMINISTRATIVE ORDER

THIS MATTER came before the Meadow Pointe II CDD Deed Restriction Violation Committee ("DRVC") for hearing [drvc date] at 6:00 P.M., at Meadow Pointe II CDD 30051 County Line Road Wesley Chapel, FL 33543, after due notice to the Landowner(s), and the Committee having considered the testimony and evidence presented, does hereby find:

FINDINGS OF FACT:

1. The property, which is the subject of this enforcement action, is located at [address] Wesley Chapel, Florida 33543.
2. The legal description of the subject property is:
3. The Landowner(s), property owner is/are the current owner(s) of record of the subject property.
4. The Landowner(s) has/have violated village Deed Restriction #, brief description.
5. On [date] the Meadow Pointe II CDD Board of Supervisors considered the violations and levied a fine of \$amount per day, per violation and suspended the rights of property owner and any tenant, guest, or invitee, to use the Meadow Pointe II CDD Clubhouse and other facilities.
6. On [2nd letter date] the Landowner(s) was/were notified by U.S. Mail certified return receipt requested that the DRVC would hold a hearing on [drvc date] to approve or deny the fine and the suspension of use rights.
7. The Landowner(s) did not correct the violation prior to this hearing.

CONCLUSIONS OF LAW:

1. The DRVC is properly convened. Proper notice has been given and all conditions precedent have been satisfied.
2. Landowner(s) has/have violated the [village] Deed Restrictions, Section #, dr literature

ORDER

Based on the foregoing, the DRVC confirms the fine levied by the Meadow Pointe II CDD Board of Supervisors of \$amount per day, per violation, for the period beginning drvc date and continuing until the property is brought into compliance with a maximum fine of \$1,000 in the aggregate. The rights of property owner or any tenant, guest, or invitee, to use the Meadow Pointe II CDD Clubhouse, facilities, etc., including gate remotes, are suspended effective the date of this Order. A certified copy of this Order may be recorded in the Public Records of Pasco County and shall thereafter be a lien against the property.

If property owner is/are cited for the same violation within the next one (1) year, it will be considered a repeat violation and will be enforced in compliance with the Meadow Pointe II CDD procedures.

Done and ordered this _____ day of _____, 20____.

MEADOW POINTE II CDD DRVC

_____, Chairman

I hereby certify that a true copy of the foregoing Administrative Order has been furnished to the Landowner(s) this _____ day of _____, 20____ by _____.

_____, District Representative

MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT ARCHITECTURAL REVIEW POLICY

INTRODUCTION

Pursuant to Chapter 2004-417, Laws of Florida, the Board of Supervisors for the Meadow Pointe II Community Development District (the "District") is required to review and approve the appearance, color, texture of materials, and architectural design of the exterior of any new building or alterations or additions to any existing building on a residential parcel located within the District (excluding the Villages of Longleaf, Lettingwell, Vermillion, Covina Key, and Sedgewick), and to set standards in accordance therewith. This process is essential to preserve and maintain an attractive and liveable community.

I. ARC

1.01 **ARC Coordinator.** The District shall have an ARC/DRC Coordinator (the "ARC Coordinator"). The ARC Coordinator shall consider all plans and specifications submitted to the District, and shall make recommendations to the Board of Supervisors for approval or modification of such plans and specifications, as otherwise provided herein.

1.02 **Restrictions.** No building shall be constructed, erected, built, placed or maintained upon a residential parcel, and no existing building shall be altered, changed, modified, or added to, unless the prior written approval of the District is obtained by any property owner who desires to make any such improvement, alteration, modification, or addition.

1.03 **No Liability.** Review and approval of any application is made solely on the basis of aesthetic considerations. Neither the ARC Coordinator nor the District shall bear any liability for ensuring the soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements or Deed Restrictions. Neither the District, the ARC Coordinator, nor any member of the Board of Supervisors shall be held liable for any injury, damage, or loss arising out of the manner or quality of approved construction of or modifications to any improvements.

II. REVIEW PROCEDURES

2.01 **Application Process.** All applications (the "Application") for any new building improvement or for any alteration, modification or addition to an existing building on a residential parcel (referred to below as the "Improvement") shall be submitted to the District's office, located in the Meadow Pointe II Clubhouse, 30051 County Line Road. Application forms may be obtained at the District's office, and must be submitted to the District in complete condition, including any required signatures and plans and specifications, as provided below.

2.02 **Submission of Plans and Specifications for Approval.** The Application shall include two sets of plans and specifications for any proposed Improvement. The plans and specifications shall include the following:

- (a) Front, side and/or rear elevations of the proposed Improvement, as appropriate;
- (b) Data as to the types of materials to be used in the proposed Improvement, including the color (via paint swatch) and texture of all exterior finishes;
- (c) Graphic depiction of, and narrative describing, the nature, kind, shape, and height of the proposed Improvement; and
- (d) A description of how the proposed Improvement is in harmony with the external design and location of the existing buildings and improvements on the lot, the surrounding property and the community; and
- (e) A property survey showing all easements and the proposed Improvement, and in clear specific detail, with dimensions and distances from property lines, where the proposed Improvement will be placed.

2.03 **Approval of Plans and Specifications.** Upon receipt, the ARC Coordinator shall conduct a review of the Application and make a recommendation for approval or modification to the Board of Supervisors prior to its next regular meeting. At least seven (7) days prior to the meeting, the

District shall notify the applicant of the date on which the Board of Supervisors will consider the Application. Applications recommended for approval by the ARC Coordinator without modification, may be approved by the Board of Supervisors on a consent agenda, or may be presented to the Board of Supervisors for consideration if requested by any Supervisor. All Applications receiving a recommendation for modifications from the ARC Coordinator shall be presented to the Board of Supervisors for consideration. In all cases, the applicant shall have the right to address the Board of Supervisors regarding the Application. Within thirty (30) days after the completed Application has been accepted by the District, the Board of Supervisors shall either approve the Application or recommend modifications, in writing, pursuant to the provisions contained herein. If the Board of Supervisors fails to take any action within said thirty (30) days, the Application shall be deemed automatically approved. In the event the District approves the Application, both sets of the plans and specifications shall be endorsed by the chairman of the board as "approved". Thereafter, one set of endorsed plans and specifications shall be returned to the applicant (or the applicant's authorized agent) who submitted them, and the other set shall remain in the possession of the District.

The approval of an Application by the District, as herein specified, shall not be deemed to be a waiver by the District of the right to object to any of the features or elements embodied in such Application if and when the same features and elements are contained in any subsequent Application submitted for approval or use in connection with another residential parcel. After such Application has been approved by the District, no building of any kind shall be erected, constructed, placed, altered, or added to, upon a residential parcel unless the same shall be erected, constructed or altered in conformity with the Application approved by the District.

2.04 **Community Standards.** It shall be the responsibility of each residential parcel owner to comply with the standards established by the applicable recorded declaration of restrictive covenants (deed restrictions), including but not limited to standards for density, building type, set-back requirements, placement, and other exterior characteristics; to preserve a consistent external appearance,

design, and compatibility with existing structures in the community.

2.05 **Right of Entry and Inspection.** The District Board of Supervisors and any of its authorized representatives or agents shall have the right to inspect the exterior of the Improvements for compliance with the approved plans and specifications, at reasonable times, in a reasonable manner, and upon 48 hours prior written notice to the applicant.

2.06 **Compliance with Governmental Requirements.** It shall be the responsibility of each applicant at the time of construction to comply with the building and zoning codes, and all other requirements of governmental agencies having jurisdiction thereof, including, but not limited to, Pasco County and the Southwest Florida Water Management District, and to apply for and pay all fees for permits and inspections required by such governmental agencies.

2.07 **Submission of Application for Review.** No Application shall be considered to have been "accepted" for review by the ARC Coordinator until the Application is deemed complete by the ARC Coordinator. An incomplete Application shall be returned to the applicant marked as such and shall include a statement specifying the defect(s) in the Application. The thirty (30) day review period shall not commence until the completed Application is accepted for review.

2.08 **Completion.** Approved Improvements shall be commenced within six (6) months following District approval, and be completed within six (6) months (or other approved period of time) from commencement of construction, unless otherwise specified in the Deed Restrictions. Notwithstanding the foregoing, Applications for solely the repainting of any portion of the property shall be completed within sixty (60) days following District approval. If commencement does not occur within the aforementioned timeframes, re-submittal and re-approval of the Application shall be required. Once construction has commenced, all construction shall be completed in a timely and continuous manner. Upon request by the applicant, the District may grant an extension of time for completion due to extenuating circumstances. The applicant shall notify the District that the Approved Improvements are completed within seven (7) days thereof.

2.09 **Appeal of District Decision.** The Board of Supervisors' approval or recommendation of modifications for an Application shall be in writing and provided to the applicant within ten (10) days after the review hearing. An applicant may petition the court of appropriate jurisdiction for a review of the District's decision in the manner as provided by law.

III. COMMUNITY DESIGN STANDARDS

3.01 **General.** Buildings shall be (a) of an attractive and high quality construction that is compatible in external appearance, color, material, design and style with existing structures in the community; (b) in compliance with the construction and other requirements of all governmental agencies having jurisdiction thereof; and (c) in compliance with the recorded Deed Restrictions applicable to such residential parcel.

3.02 **Building Material/Color.** All exterior building materials shall be of the same type, quality and style as that of the building structure as originally constructed, or compatible with existing buildings on surrounding property and in the community. All exterior colors must match the existing structure, if any, and be compatible with existing buildings on surrounding property and in the community. Only those colors approved by the District in the "Homescapes" Book 1 and Book 2, incorporated herein by reference, as they may be amended from time to time, may be utilized. One color shall be used for the walls (the "primary" color) and one color for the trim. The garage door color must be the primary color unless the Board of Supervisors approves a complementary color in its sole and absolute discretion. Accent color shall be limited to entry doors. Windows must be compatible with the windows used in the rest of the building.

3.03 **Roofs/Gutters.** Roofing materials, color and hue, and configurations, shall be compatible with the existing structure, if any, existing buildings on surrounding property and in the community. No gravel type roofs shall be allowed, except on flat roof surfaces.

Roof gutters and downspouts of seamless aluminum construction sized according to roof area to

be accommodated are permitted and shall be of a color either matching the fascia or white. Downspouts shall not be directed towards an adjacent property.

3.04 **Outbuildings/Sheds/Gazebos/Playsets.** No more than one outbuilding/shed/gazebo may be constructed, erected or placed on a residential parcel. All such buildings must be (a) of the same material, design, style and color as the main building; (b) in compliance with all set-back and easement requirements, and any other applicable ordinances, codes, or government rules; (c) compatible with the community and applicable Deed Restrictions; and (d) placed in the backyard. Children's playsets are also allowed, subject to District approval, provided the playset is located in the backyard or sideyard and is substantially screened from view by adjacent homes.

6-6-18 Enclosed Entry Way included

3.05 **Screen Enclosures/Sunrooms.** All such structures must be of a design that is compatible with the main building. Screen enclosures shall be constructed with white or brown aluminum framing or the same type of materials as the main building design and smoke colored screen material, and shall not exceed the width and height of the main building.

3.06 **Garages.** Garage doors shall be of standard solid panel construction which will conceal the contents of the garage. Garage doors may be screened for ventilation, provided that such screening must be mounted on the inside of the garage door and be retractable.

3.07 **Awnings.** All awning intended for an area visible from the street must be compatible with the building and will be considered on a case-by-case basis.

IV. AMENDMENTS

4.01 **Amendments.** The District may, from time to time, amend, modify or revise provisions of this Architectural Review Policy, including the procedures for submitting, reviewing and approving Applications, via rulemaking. No such amendment, modification or revision shall affect the buildings approved prior to the enactment of such amendment, modification or revision. Notwithstanding the foregoing, the Board of Supervisors may approve additional paint colors or lessen those Improvements

subject to District approval at a public meeting without engaging in rulemaking.

MEADOW POINT II COMMUNITY DEVELOPMENT DISTRICT

Disciplinary Rules and Facility/Amenity Rates (Resident, Non-Resident and Guest Fees)

Deed Restriction – Violation of DRVC Order Fines and Suspensions

A. RESIDENT FEE CHARGES:

Item	Current Rate	Adopted Rate/Range
Gym Access (one time)	\$11.00	
Replace an ID Card	\$11.00	
Gate Remote	\$26.00	
Pedestrian Gate Key	\$5.00	
Paint for Mail Box (1 tubs)	\$4.00	
Paint for Mail Box (2 tubs)	\$7.00	
Meadow Pointe II Resident Room Rental Reservations (Party Rooms)	Security Deposit - \$100.00 Reservation fee \$ _____	
Parking Permit (Paragraph 15)	Payable to MP II (Refundable if Pasco denies Permit) Amount Determined by Pasco County (Policies and Procedures, June 14, 2021)	
BBQ Grill Deposit (Rental Fee)	\$100.00 deposit will be returned within 14 days after confirming the grill was cleaned and returned in acceptable condition. Deductions from the deposit for cleaning or damage will be itemized in writing.	
Property Damage Reimbursement includes, but not limited to: cleaning, repairing, and/or replacing the property	N/A	
Returned Check/Insufficient Funds Fee	N/A	\$50.00
Administrative Reimbursement	N/A	Up to \$500.00
Application Processing fee for DRVC or ARC review	N/A	
Fees/Rates/Charges relating to variance/easement policy	N/A	\$100 - \$500 (Range)

B. NON-RESIDENT FEES

Item	Current Charge	Adopted Rate Charged
Non-Resident Annual Access and User Fee	\$800.00 (March 21, 2007 – Resolution 2007-03)	

Meadow Pointe I, III and IV Non- Resident Room Rentals (Party Rooms)	Rental Fee - \$200.00 Security Deposit - \$100.00	
Property Damage Reimbursement includes, but not limited to: cleaning, repairing, and/or replacing the property	N/A	
Returned Check/Insufficient Funds Fee	N/A	\$50.00
Re-Issuance Club Identification Card Replacement charge if lost or damaged	Fee not specified in Facilities Rules	Non Refundable Fee \$ _____

C. LIMITED MEMBER/GUEST FEES

Item	Current Charge	Adopted Rate Charged
Property Damage Reimbursement includes, but not limited to: cleaning, repairing, and/or replacing the property	N/A	
Clubhouse Identification Cards (Replacement) - Limited Membership Scan Card (no access to Fitness Center or BBQ)	\$75.00 (Annually, non-refundable) (No Proration) See Facilities Policies and Rules	

D. DEED RESTRICTION – VIOLATION OF DRVC ORDER - FINES AND SUSPENSIONS (CH. 2004-417)

Item	Current Charge	Adopted Rate Charged
Fines imposed by violation of DRVC Order	Shall not exceed \$100 per violation *This is the current statutory rate allowed *Can no longer fine for garbage cans per statute	
Continuing violation of DRVC Order	Assessed daily providing an aggregate amount not to exceed \$1000 (Paragraph 9 of MP II CDD Enforcement of Deed Restrictions) *This is the current statutory rate allowed	

E. Table of Fines for Deed Restrictions and Architectural Control per Resolution 2013-4 adopted April 17, 2013 and contained in Resolution 2018-04 effective May 16, 2018

<u>Restriction No.</u>	<u>Violation</u>	<u>Fine/day</u>
2	Temporary structure, trailer, tent, shack, garage or other outbuilding	\$50.00
6	Nuisances and unreasonable disturbances	\$25.00
8	Animals	\$25.00
9	Signs	\$50.00
10	Garbage or trash containers	\$25.00
11	Fences	\$30.00
14	Lot maintenance (vegetation, debris, trash)	\$25.00
17	Vehicles and parking	\$50.00
18	Mailboxes	\$25.00
19	Partially or totally destroyed buildings or improvements, overgrowth, rubbish, debris, partial construction of building or structure	\$50.00
22	Architectural control violation	\$100.00

EXHIBIT A

SUSPENSION AND TERMINATION OF PRIVILEGES

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2025)

Effective Date: _____, 2025

In accordance with Chapters 190 and 120 of the Florida Statutes, and on _____, 2025, at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Meadow Pointe II Community Development District (“District”) adopted the following rules to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of properties owned and managed by the District (the “Facilities”).

2. General Rule. All persons using the Facilities and entering District properties are responsible for compliance with all policies established for the safe operations of the Facilities (“Policies” which may be amended from time to time as determined to be in the best interests of the District). Capitalized terms not herein defined shall have the meaning ascribed to them in the District’s adopted Policies.

3. Access Card. Access Cards are the property of the District. The District may request surrender of, or may deactivate, an Access Card for violation of the District’s Policies.

4. Suspension and Termination of Rights. The District, through its Board of Supervisors (“Board”) and District Manager (or other designee of the District as determined by the Board) shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Facilities access of any Patron and members of their household or Guests to use all or a portion of the Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of an Access Card or otherwise facilitating or allowing unauthorized use of the Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire, as defined in the District's Policies;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);

- f. Failing to abide by any District rules or policies (e.g., Policies);
- g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Facilities or other property located on District property;
- i. Failing to reimburse the District for Facilities or property damaged by such person, or a minor for whom the person has charge, or a Guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests;
- k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's Guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Facilities.

5. Suspension Procedures.

- a. ***Immediate Suspension.*** The District Manager or his or her designee has the ability to immediately remove any person from one or all Facilities or issue a suspension for up to sixty (60) days for the Violations described above, or when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the Facilities or property from damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Criminal acts committed on District property, as determined by law enforcement or District staff with reasonable evidence, shall result in an immediate suspension until the next Board meeting.
- b. ***Notice of Suspension.*** The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community

where the minor resides.

6. Administrative Reimbursement. The Board may, upon finding of a Violation and after providing written notice and reasonable opportunity for hearing, require payment of an administrative reimbursement not to exceed Five Hundred Dollars (\$500) to offset documented legal and/or administrative expenses actually incurred by the District as a direct result of a Violation (“Administrative Reimbursement”). Such Administrative Reimbursement shall be in addition to any suspension or termination of Facilities access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property or Facilities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property (“Property Damage Reimbursement”). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Facilities access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person’s Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials must be submitted at least seven (7) calendar days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.
- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person’s escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Access Cards associated with an address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final, subject to any applicable judicial review rights under Florida law.

12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination

is found at the Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Facilities after expiration of a suspension imposed by the District.

13. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY AND RATES, CHARGES AND FEES RELATED TO IMPROVEMENTS WITHIN DISTRICT EASEMENTS AND IMPROVEMENTS ATTACHING TO DISTRICT PROPERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Meadow Pointe II Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors (“**Board**”) finds that it is in the best interests of the District to adopt by resolution the *Easement Variance Policy*, including rates, charges and fees (“**Easement Variance Policy**”) related thereto, as set forth at **Exhibit A**, for immediate use and application and the rates, fees and charges will be heard pursuant to a separate public hearing on such rates, fees and charges; and

WHEREAS, the Board further finds that the adoption of the Easement Variance Policy and imposition of the rates, charges and fees is necessary in order to provide for the expenses associated with reviewing and processing applications for easement variances and is in the best interests of the District; and

WHEREAS, the Board finds that the fee structure outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board is in the process of, and will within one year of adoption of this Resolution, comply with applicable Florida law concerning rule development and adoption, including holding the requisite public hearing on such rates, fees and charges.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The attached Easement Variance Policy is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Easement Variance Policy shall stay in full force and effect until such time as they are otherwise amended by the Board.

SECTION 2. The fees in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of November 2025.

ATTEST:

**MEADOW POINTE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: *Easement Variance Policy*

EXHIBIT A:

**MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT
Easement Variance Policy**

Effective: _____ 2025

- 1. Scope.** This policy applies to requests to construct/install improvements within easements held by the Meadow Pointe II Community Development District (“District”) and requests to construct/install improvements attaching to District property. No improvements, including fences, pavers, landscaping, etc., may be constructed or installed within District easements or attached or over District property (ex. fences and perimeter walls) without approval from the District. This policy is intended to prevent damage which may be caused by unauthorized obstruction of District easements and property.
- 2. Request Procedures.** Individuals who wish to construct or install improvements within a District easement or construct or install improvements attaching or otherwise encumbering District property must (a) submit an application form to the District Manager or his or her designee, and (b) pay a fee of \$_____ to offset the costs of processing the request which may include professional engineering and legal time. The application must be signed by the record owner(s) of the property. Please note that fences and other improvements may not be permissible in certain easement areas due to underground improvements, access and maintenance requirements, or other factors in the District’s sole and absolute discretion.
- 3. Approval.** If approved, the record owner(s) of the property must execute an agreement in a form acceptable to the District, which shall be recorded in the Public Records of Pasco County, Florida. The District Manager, upon consideration of the District Engineer, shall have authority to approve or deny applications. There shall be no requirement to bring the application before the Board of Supervisors (“Board”) for approval, unless extraordinary circumstances warrant Board consideration. The District’s approval of an application constitutes approval from the District only. The requestor is responsible for obtaining any other necessary approvals, permits and authorizations for the project, including but not limited to approvals from an HOA, county, municipality, or any other entity having an interest in the project or property utilized.
- 4. Denial.** The District reserves the right to deny any request that, in its sole discretion, poses an undue risk of damage to District property or improvements; unduly limits the District’s rights to use the easement for its stated purpose; poses an undue risk to the health, safety, or welfare of District residents, guests, staff, and invitees; and/or is otherwise incompatible with the nature of the easement or property in question. If a request is denied, the requestor may appeal the denial at the next meeting of the Board that is at least ten (10) days from the notice of denial. The Board’s decision upon appeal shall be final.
- 5. Encroachment Without Approval.** If improvements are constructed or installed within a District easement or attached or encumbering District property without approval, the District reserves the right to take all available legal action against the person or entity engaging in such unauthorized use.

6. **Severability.** The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.
7. **Sovereign Immunity.** Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

**Meadow Pointe II Community Development District (“District”)
Performance Measures/Standards & Annual Reporting Form**

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least four regular Board of Supervisor (“Board”) meetings per year to conduct District-related business and discuss community needs.

Measurement: Number of public Board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of four Board meetings were held during the fiscal year.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to the District’s website, publishing in local newspaper of general circulation, and or via electronic communication.

Standard: 100% of meetings were advertised in accordance with Florida Statutes on at least two mediums (e.g., newspaper, District website, electronic communications).

Achieved: Yes No

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management’s records.

Standard: 100% of monthly website checks were completed by District Management or third party vendor.

Achieved: Yes No

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections **Objective:** Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District’s infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager’s reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within District Management services agreement

Achieved: Yes No

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to District's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the fiscal year by the District's engineer.

Achieved: Yes No

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on the District's website and/or within District records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District's website.

Achieved: Yes No

Goal 3.2: Financial Reports

Objective: Publish to the District's website the most recent versions of the following documents: Florida Auditor General link (<https://flauditor.gov/>) to obtain current and past Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Florida Auditor General link (<https://flauditor.gov/>) to the Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District's website.

Standard: District's website contains 100% of the following information: Department of Financial Services link to obtain Annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the Florida Auditor General link (<https://flauditor.gov/>) to the results to the District's website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing Board approval and annual audit is available on the District's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District's website and transmitted to the State of Florida.

Achieved: Yes No

SIGNATURES:

Chair/Vice Chair: _____

Date: _____

Printed Name: _____

Meadow Pointe II Community Development District

District Manager: _____

Date: _____

Printed Name: _____

Meadow Pointe II Community Development District