INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Urban Orlando Community Development District

August 19, 2026

Agenda Package

313 Campus Street
Celebration, Florida 34747

CLEAR PARTNERSHIPS

COLLABORATION LEADERSHIP EXCELLENCE ACCOUNTABILITY RESPECT

Urban Orlando
Community Development District

Board of Supervisors
Diana Pienaar, Chairman
Anne Coppenhaver, Assistant Secretary
Matthew Williams, Assistant Secretary
Sarah Matyi, Assistant Secretary
Jon Rawlson, Assistant Secretary

District Staff
Lee Graffius & Michael Perez, District Manager
Tucker Mackie, District Counsel
John Woods, District Engineer
Erin Gilreath, District Agent
Jason Liggett, Field Services Director
Diana Lopez, District Accountant
Tabitha Blackwelder, District Admin

Revised Regular Meeting Agenda
Wednesday, August 19, 2026 – 8:30 a.m.

The Regular Meeting of the **Urban Orlando Community Development District** will be held at the **Grace Hopper Hall, 1913 Meeting Hall, Orlando, Fl 32814**. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

THE REGULAR MEETING OF BOARD OF SUPERVISORS

1. **Call to Order and Roll Call**
2. **Public Comments**
   (Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)
3. **Special Business Items**
   - **A.** Oath of Office ..... Page 3
   - **B.** Consideration of Resolution 2026-06; Designating Officers of the District ..... Page 4
4. **Public Hearing on FY2027 Budget and Levying O&M Assessments**
   - **A.** Consideration of Resolution 2026-07; Adopting FY2027 Final Budget ..... Page 5
   - **B.** Consideration of Resolution 2026-08; Levying O&M Assessments ..... Page 28
5. **Public Hearing on Adopting Revised Rules of Procedure**
   - **A.** Consideration of Resolution 2026-11; Adopting Revised Rules of Procedure ..... Page 32
6. **Consent Agenda**
   - **A.** Consideration of Meeting Minutes of July 15, 2026 ..... Page 106
   - **B.** Review of July 2026 Financial Statements ..... Page 110
7. **Staff Reports**
   - **A.** District Agent Report ..... Page 122
   - **B.** District Engineer Report
   - **C.** District Counsel
   - **D.** District Manager
8. **Business Items**
   - **A.** Consideration of Resolution 2026-09; Setting FY2027 Meeting Schedule ..... Page 208
   - **B.** Consideration of Resolution 2026-10; Goals & Objectives ..... Page 210
9. **Supervisors Requests and Comments**
10. **Adjournment**

The next meeting is scheduled for Wednesday, September 16, 2026, at 8:30 a.m.

OATH OF OFFICE

(Art. II. § 5(b), Fla. Const.)

STATE OF FLORIDA

County of _____

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

_____

(Title of Office)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words "so help me God." *See* § 92.52, Fla. Stat.]

_____

Signature

Sworn to and subscribed before me by means of ___ physical presence or ___online notarization, this ____ day of _____, _____.

_____

Signature of Officer Administering Oath or of Notary Public

_____

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ☐ ***OR*** *Produced Identification* ☐

Type of Identification Produced _____

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: ☐ Home ☐ Office

_____

Street or Post Office Box

_____

City, State, Zip Code

_____

Print Name

_____

Signature

DS-DE 56 (Rev. 02/20)

PRINT RESET

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS DESIGNATING THE OFFICERS OF URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Urban Orlando Community Development District (the "District"), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statues; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") now desires to designate the Officers of the District per Chapter 190, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons are elected to the offices shown, to wit:

_____	Chair
_____	Vice-Chair
Howard Neal	Secretary
Stephen Bloom	Treasurer
Angel Montagna	Assistant Treasurer
Michael Perez	Assistant Secretary
Lee Graffius	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption. **PASSED AND ADOPTED** this 19th day of August 2026.

ATTEST:

_____

Name: _____
Secretary / Assistant Secretary

URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT

_____

Name: _____
Chair / Vice Chair of the Board of Supervisors

RESOLUTION 2026-07
[FY 2027 APPROPRIATION RESOLUTION]

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

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Urban Orlando Community Development District (**"District"**) prior to June 15, 2026, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statute*s; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

a. The Proposed Budget, attached hereto as **Exhibit A,** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (**"Adopted Budget"**), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Urban Orlando Community Development District for the Fiscal Year Ending September 30, 2027."

c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

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

SECTION 3. BUDGET AMENDMENTS

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

a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.

b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of $15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. APPROVAL OF PRIOR ACTIONS. The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Adopted Budget, including preparing the Proposed Budget and setting, noticing, and all other actions required for the public hearing on the Proposed Budget, are hereby ratified, approved, and confirmed in all respects.

SECTION 5. SEVERABILITY; EFFECTIVE DATE. 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. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 19TH DAY OF AUGUST 2026.

ATTEST:

URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Urban Orlando
Community Development District

FISCAL YEAR 2027

PROPOSED FINAL BUDGET

August 19, 2026

CLEAR PARTNERSHIPS



Urban Orlando
Community Development District

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Urban Orlando

Community Development District

Budget Overview

FY 2027

Urban Orlando

Community Development District

Operating Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

General Fund

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 7/31/2026	PROJECTED August-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	$55,000.00	$126,551.00	$0.00	$126,551.00	130%	$55,000.00
Interest - Tax Collector	$10,000.00	$24,867.00	$0.00	$24,867.00	149%	$14,250.00
Special Assmnts- Tax Collector	$2,198,095.00	$2,125,163.00	$72,932.00	$2,198,095.00	0%	$2,198,135.74
Special Assmnts- Discounts	-$87,924.00	-$82,393.00	$0.00	-$82,393.00	-6%	-$87,925.43
Other Miscellaneous Revenues	$19,957.00	$39,710.00	$0.00	$39,710.00	99%	$20,000.00
TOTAL REVENUES	**$2,195,128.00**	**$2,233,898.00**	**$72,932.00**	**$2,306,830.00**	**5%**	**$2,199,460.31**
EXPENDITURES						
Administrative						
P/R-Board of Supervisors	$12,000.00	$9,200.00	$2,800.00	$12,000.00	0%	$12,000.00
FICA Taxes	$918.00	$230.00	$688.00	$918.00	0%	$918.00
ProfServ-Arbitrage Rebate	$1,200.00	$500.00	$700.00	$1,200.00	0%	$4,200.00
ProfServ-Dissemination Agent	$1,000.00	$0.00	$1,000.00	$1,000.00	0%	$1,000.00
ProfServ-Engineering	$15,000.00	$10,958.00	$2,242.23	$13,200.23	-12%	$16,000.00
ProfServ-Legal Services	$25,000.00	$19,372.00	$3,963.91	$23,335.91	-7%	$33,000.00
ProfServ-Mgmt Consulting	$68,000.00	$56,670.00	$11,595.84	$68,265.84	0%	$70,624.60
ProfServ-Property Appraiser	$2,330.00	$0.00	$2,330.00	$2,330.00	0%	$2,330.00
ProfServ-Special Assessment	$8,236.00	$6,863.00	$1,404.31	$8,267.31	0%	$9,000.00
ProfServ-Trustee Fees	$10,000.00	$7,103.00	$2,897.00	$10,000.00	0%	$8,500.00
Auditing Services	$7,046.00	$4,100.00	$2,946.00	$7,046.00	0%	$4,500.00
Postage and Freight	$1,000.00	$78.00	$922.00	$1,000.00	0%	$500.00
Insurance - General Liability	$25,568.00	$23,740.00	$1,828.00	$25,568.00	0%	$23,668.00
Printing and Binding	$1,000.00	$0.00	$1,000.00	$1,000.00	0%	$500.00
Legal Advertising	$4,000.00	$201.00	$3,799.00	$4,000.00	0%	$2,500.00
Misc-Property Taxes	$300.00	$0.00	$300.00	$300.00	0%	$300.00
Misc-Assessment Collection Cost	$2,000.00	$1,635.00	$365.00	$2,000.00	0%	$43,962.71
Misc-Contingency	$7,000.00	$3,223.00	$3,777.00	$7,000.00	0%	$7,000.00
Office Supplies	$100.00	$0.00	$100.00	$100.00	0%	$100.00
Website Compliance	$1,600.00	$1,553.00	$47.00	$1,600.00	0%	$1,600.00
Annual District Filing Fee	$175.00	$175.00	$0.00	$175.00	0%	$175.00
Total Administrative	**$193,473.00**	**$145,601.00**	**$44,705.29**	**$190,306.29**	**-2%**	**$242,378.31**
Field						
ProfServ-Engineering	$65,000.00	$55,226.00	$11,300.37	$66,526.37	2%	$65,000.00
ProfServ-Field Management	$17,569.00	$17,863.00	$3,655.14	$21,518.14	22%	$26,684.00
Contracts-Fountain	$6,785.00	$3,800.00	$777.56	$4,577.56	-33%	$6,785.00
Contracts-On-Site Maintenance	$45,070.00	$34,267.00	$7,011.73	$41,278.73	-8%	$47,883.00
Contracts-Security Services	$380,000.00	$315,674.00	$64,593.36	$380,267.36	0%	$380,000.00
Contracts-Landscape	$417,000.00	$347,419.00	$71,089.04	$418,508.04	0%	$425,241.00
Electricity - General	$30,000.00	$21,512.00	$4,401.80	$25,913.80	-14%	$24,876.00
Electricity - Streetlights	$262,921.00	$223,625.00	$45,758.25	$269,383.25	2%	$266,718.00
Utility - Water	$65,911.00	$47,949.00	$9,811.35	$57,760.35	-12%	$65,911.00

Urban Orlando
Community Development District

General Fund

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 7/31/2026	PROJECTED August-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
R&M-Electrical	$3,500.00	$2,385.00	$488.02	$2,873.02	-18%	$3,500.00
R&M-Equipment	$3,500.00	$4,063.00	$831.37	$4,894.37	40%	$3,500.00
R&M-Irrigation	$120,000.00	$94,286.00	$19,292.84	$113,578.84	-5%	$120,000.00
R&M-Parks	$25,000.00	$23,694.00	$4,848.28	$28,542.28	14%	$25,000.00
R&M-Pumps	$5,000.00	$3,950.00	$808.25	$4,758.25	-5%	$5,000.00
Misc-Hurricane Expense	$15,000.00	$0.00	$0.00	$0.00	-100%	$15,000.00
Misc-Contingency	$176,639.00	$93,013.00	$19,032.36	$112,045.36	-37%	$113,224.00
Op Supplies - General	$3,000.00	$1,343.00	$1,657.00	$3,000.00	0%	$3,000.00
Total Field	**$1,641,895.00**	**$1,290,069.00**	**$265,356.71**	**$1,555,425.71**	**-5%**	**$1,597,322.00**
Reserves						
Impr - Landscape & Hardscape	$200,000.00	$212,408.00	$43,463.02	$255,871.02	28%	$200,000.00
Reserves-Roads and Alleyways	$158,760.00	$36,915.00	$7,553.56	$44,468.56	-72%	$158,760.00
Reserves - Signage	$1,000.00	$10,547.00	$2,158.13	$12,705.13	1171%	$1,000.00
Total Reserves	**$359,760.00**	**$259,870.00**	**$53,174.72**	**$313,044.72**	**-13%**	**$359,760.00**
TOTAL EXPENDITURES	**$2,195,128.00**	**$1,695,540.00**	**$363,236.72**	**$2,058,776.72**	**-6%**	**$2,199,460.31**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$538,358.00	-$290,304.72	$248,053.28	0%	$0.00
Net change in fund balance		$538,358.00	-$290,304.72	$248,053.28	0%	$0.00
FUND BALANCE, BEGINNING	$3,702,444.00	$3,702,444.00	$0.00	$3,702,444.00	0%	$3,950,497.28
FUND BALANCE, ENDING	**$3,702,444.00**	**$4,240,802.00**	**-$290,304.72**	**$3,950,497.28**	7%	**$3,950,497.28**

Allocation of Fund Balances

FISCAL YEAR 2026 RESERVE FUND ANALYSIS		
Beginning Fund Balance - Fiscal Year 2027		$ 3,950,497
Reserves - Fiscal Year 2027 Additions		$ 359,760
Estimated Funds Available - 9/30/2027		**$4,310,257.28**

FISCAL YEAR 2027 RESERVE FUND ANALYSIS		
Less: First Quarter Operating Reserve		$ 549,865
Reserves - Improvements Landscape & Hardscape (prior years)	659,821	
Reserves - Improvements Landscape & Hardscape FY 2026	200,000	
Less FY2026 Expenses	(212,408)	
Reserves - Improvements Landscape & Hardscape FY 2027	200,000	847,413
Reserves - Other (prior years)		11,893
Reserves - Recirculation System (prior years)		78,383
Reserves - Sidewalks/Paving (prior years)		24,749
Reserves - Signage (prior years)	270,577	
Reserves - Signage FY 2026	1,000	
Less FY2026 Expenses	(10,547)	
Reserves - Signage FY 2027	1,000	$262,030
Reserves - Roads & Alleyways (prior years)	466,269	
Reserves - Road & Alleyways FY 2026	158,760	
Less FY2026 Expenses	(36,915)	
Reserves - Road & Alleyways FY 2027	158,760	$746,874
TOTAL ALLOCATION OF AVAILABLE FUNDS		2,521,207
Estimated Remaining Undesignated Cash as of 9/30/2027		**$ 1,789,050**

Notes

(1) Represents approximately 3 months of operating expenditures

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Interest-Tax Collector
The District receives interest income from the tax collector.

Operations & Maintenance Assessments – On Roll
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Other Miscellaneous Revenues
Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Financial and Administrative

Supervisor Fees
Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated $200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 14 meetings.

Onsite Staff
The district may incur expenses for employees or other staff members needed for recreational facilities such as clubhouse staff.

District Management
The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Field Management
The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Recording Secretary
Inframark provides recording services with near verbatim minutes.

Construction Accounting
Accounting services as described within the Accounting Services but specifically regarding construction.

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

Rentals and Leases
The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings.

Data Storage
Cost of server maintenance and technical support for CDD related IT needs.

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

Dissemination Agent/Reporting
The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Website Administration Services
The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

District Engineer
The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

District Counsel
The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

Trustee Fees
The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Auditing Services
The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Postage, Phone, Faxes, Copies
This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Mailings
Copies used in the preparation of agenda packages, required mailings, and other special projects.

Professional Services – Arbitrage Rebate
The District is required to annually calculate the arbitrage rebate liability on its Series 2013A and 2020 bonds.

Legal Advertising
The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Miscellaneous-Assessment Collection Costs
The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Dues, Licenses and Fees
This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Onsite Office Supplies
This represents the cost of supplies used to prepare agenda packages, create required mailings, and perform other special projects. The budget for this line item also includes the cost for supplies in the District office.

Website ADA Compliance
Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

Disclosure Report
On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Miscellaneous Administrative
All other administrative costs not otherwise specified above.

Budget Narrative
Fiscal Year 2027

Insurance

Insurance-General Liability
The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Public Officials Insurance
The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Property & Casualty Insurance
The District will incur fees to insure items owned by the district for its property needs.

Deductible
District's share of expenses for insured property when a claim is filed.

Utility Services

Electric Utility Services
Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

Streetlights
Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Lighting Replacement
Cost of replacing defective lights and bulbs in CDD facilities.

Decorative Light Maintenance
Cost of replacement and repair of decorative lighting fixtures.

Amenity Internet
Internet service for clubhouse and other amenity locations.

Water/Waste
The District charges each new water/sewer system customer an Accrued Guaranteed Revenue Fee (AGRF) for wastewater service in accordance with the adopted rate schedule.

Gas
Cost of natural gas for CDD facilities. Regular fuel costs (automobile etc.)

Facility A/C & Heating R&M
Cost of repairs and regular maintenance of Air Conditioning and central heating of CDD facilities.

Utilities – Other
Utility expenses not otherwise specified in above categories.

Budget Narrative
Fiscal Year 2027

Amenity

Amenity R&M
Cost of repairs and regular maintenance of CDD amenities.

Amenity Furniture R&M
Cost of repairs and maintenance to amenity furniture.

Access Control R&M
Cost of repairs and maintenance to electronic locks, gates, and other security fixtures.

Recreation/Park Facility Maintenance
Cost of upkeep and repairs to all parks and recreation facilities in the CDD

Clubhouse Office Supplies
Cost of supplies for clubhouse clerical duties (pens, paper, ink, etc.)

Security Monitoring Services
Cost of CDD security personnel and equipment.

Miscellaneous Amenity
Amenity Expenses not otherwise specified.

Landscape and Pond Maintenance

Landscape Maintenance - Contract
Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

Irrigation Maintenance
Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Contingency/Reserves

Contingency
Funds set aside for projects, as determined by the district's board.

R&M Other Reserves
The board may set aside monetary reserves for necessary for maintenance projects as needed.

Urban Orlando

Community Development District

Debt Service Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

Series 2018 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 7/31/2026	PROJECTED August-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	$0.00	$26,494.00	$0.00	$26,494.00	0%	$0.00
Special Assmnts- Tax Collector	$1,855,494.00	$1,793,922.00	$61,572.00	$1,855,494.00	0%	$1,855,493.59
Special Assmnts- Discounts	-$74,220.00	-$69,551.00	$0.00	-$69,551.00	-6%	-$74,219.74
Interest- Tax Collector	$0.00	$7,723.00	$0.00	$7,723.00	0%	$0.00
TOTAL REVENUES	**$1,781,274.00**	**$1,758,588.00**	**$61,572.00**	**$1,820,160.00**	**2%**	**$1,781,273.85**
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	$1,361.00	$1,380.00	$0.00	$1,380.00	1%	$1,361.00
Total Administration	**$1,361.00**	**$1,380.00**	**$0.00**	**$1,380.00**	**1%**	**$1,361.00**
Debt Service						
Principal Debt Retirement	$1,360,000.00	$1,360,000.00	$0.00	$1,360,000.00	0%	$1,406,000.00
Interest Expense	$406,866.00	$406,766.00	$100.00	$406,866.00	0%	$361,714.00
Total Debt Service	**$1,766,866.00**	**$1,766,766.00**	**$100.00**	**$1,766,866.00**	**0%**	**$1,767,714.00**
TOTAL EXPENDITURES	**$1,768,227.00**	**$1,768,146.00**	**$100.00**	**$1,768,246.00**		**$1,769,075.00**
Excess (deficiency) of revenues Over (under) expenditures	$13,047.00	-$9,558.00	$61,472.00	$51,914.00	298%	$12,198.85
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance		$0.00	$0.00	$0.00	0%	$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Net change in fund balance	$13,047.00	-$9,558.00	$61,472.00	$51,914.00	298%	$12,198.85
FUND BALANCE, BEGINNING	$668,447.00	$668,447.00	$0.00	$668,447.00	0%	$720,361.00
FUND BALANCE, ENDING	**$681,494.00**	**$658,889.00**	**$61,472.00**	**$720,361.00**	6%	**$732,559.85**

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT				
	11/1/2024	11/1/2025	11/1/2026	11/1/2027
Series 2018 Bonds	$13,571,000.00	$12,255,000.00	$10,895,000.00	$9,489,000.00

Amortization Schedule
2018 Capital Improvement Revenue Bonds

Period Ending	Outstanding Balance	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/1/2026	$10,895,000.00			$180,857.00	$180,857.00	$1,744,290.00
5/1/2027	$10,895,000.00	$1,406,000.00	3.32%	$180,857.00	$1,586,857.00	
11/1/2027	$9,489,000.00			$157,517.40	$157,517.40	$1,744,374.40
5/1/2028	$9,489,000.00	$1,453,000.00	3.32%	$157,517.40	$1,610,517.40	
11/1/2028	$8,036,000.00			$133,397.60	$133,397.60	$1,743,915.00
5/1/2029	$8,036,000.00	$1,502,000.00	3.32%	$133,397.60	$1,635,397.60	
11/1/2029	$6,534,000.00			$108,464.40	$108,464.40	$1,743,862.00
5/1/2030	$6,534,000.00	$1,553,000.00	3.32%	$108,464.40	$1,661,464.40	
11/1/2030	$4,981,000.00			$82,684.60	$82,684.60	$1,744,149.00
5/1/2031	$4,981,000.00	$1,605,000.00	3.32%	$82,684.60	$1,687,684.60	
11/1/2031	$3,376,000.00			$56,041.60	$56,041.60	$1,743,726.20
5/1/2032	$3,376,000.00	$1,660,000.00	3.32%	$56,041.60	$1,716,041.60	
11/1/2032	$1,716,000.00			$28,485.60	$28,485.60	$1,744,527.20
5/1/2033	$1,716,000.00	$1,716,000.00	3.32%	$28,485.60	$1,744,485.60	
		$13,571,000.00		$2,352,319.60	$15,923,319.60	$15,698,244.40

Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2027 Budget

Series 2018A Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ACTUAL THRU 7/31/2026	PROJECTED August-9/30/2026	TOTAL PROJECTED FY 2026	% +/(-) Budget	ANNUAL BUDGET FY 2027
REVENUES						
Interest - Investments	$15.00	$11,653.00	$0.00	$11,653.00	77587%	$0.00
Special Assmnts- Tax Collector	$727,917.00	$695,789.00	$32,128.00	$727,917.00	0%	$727,916.70
Special Assmnts- Discounts	-$29,117.00	-$26,976.00	$0.00	-$26,976.00	-7%	-$29,116.67
Interest - Tax Collector	$0.00	$2,995.00	$0.00	$2,995.00	0%	$0.00
TOTAL REVENUES	**$698,815.00**	**$683,461.00**	**$32,128.00**	**$715,589.00**	**2%**	**$698,800.03**
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	$534.00	$535.00	$0.00	$535.00	0%	$534.00
Total Administration	**$534.00**	**$535.00**	**$0.00**	**$535.00**	**0%**	**$534.00**
Debt Service						
Principal Debt Retirement	$513,000.00	$508,000.00	$5,000.00	$513,000.00	0%	$531,000.00
Interest Expense	$178,880.00	$177,009.00	$1,871.00	$178,880.00	0%	$161,591.50
Principal Prepayments	$0.00	$3,000.00	$0.00	$3,000.00	0%	$0.00
Total Debt Service	**$691,880.00**	**$688,009.00**	**$6,871.00**	**$694,880.00**	**0%**	**$692,591.50**
TOTAL EXPENDITURES	**$692,414.00**	**$688,544.00**	**$6,871.00**	**$695,415.00**		**$693,125.50**
Excess (deficiency) of revenues Over (under) expenditures	$6,401.00	-$5,083.00	$25,257.00	$20,174.00	215%	$5,674.53
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance		$0.00	$0.00	$0.00	0%	$0.00
TOTAL OTHER SOURCES (USES)	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Net change in fund balance	$6,401.00	-$5,083.00	$25,257.00	$20,174.00	215%	$5,674.53
FUND BALANCE, BEGINNING	$326,074.00	$326,074.00	$0.00	$326,074.00	0%	$346,248.00
FUND BALANCE, ENDING	**$332,475.00**	**$320,991.00**	**$25,257.00**	**$346,248.00**	4%	**$351,922.53**

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT				
	11/1/2024	11/1/2025	11/1/2026	11/1/2027
Series 2018A Bonds	$5,804,000.00	$5,308,000.00	$4,795,000.00	$4,264,000.00

Amortization Schedule
2018A Capital Improvement Revenue Bonds

Period Ending	Outstanding Balance	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/1/2026	$4,795,000.00			$80,795.75	$80,795.75	$683,235.55
5/1/2027	$4,795,000.00	$531,000.00	3.370%	$80,795.75	$611,795.75	
11/1/2027	$4,264,000.00			$71,848.40	$71,848.40	$683,644.15
5/1/2028	$4,264,000.00	$549,000.00	3.370%	$71,848.40	$620,848.40	
11/1/2028	$3,715,000.00			$62,597.75	$62,597.75	$683,446.15
5/1/2029	$3,715,000.00	$568,000.00	3.370%	$62,597.75	$630,597.75	
11/1/2029	$3,147,000.00			$53,026.95	$53,026.95	$683,624.70
5/1/2030	$3,147,000.00	$588,000.00	3.370%	$53,026.95	$641,026.95	
11/1/2030	$2,559,000.00			$43,119.15	$43,119.15	$684,146.10
5/1/2031	$2,559,000.00	$608,000.00	3.370%	$43,119.15	$651,119.15	
11/1/2031	$1,951,000.00			$32,874.35	$32,874.35	$683,993.50
5/1/2032	$1,951,000.00	$629,000.00	3.370%	$32,874.35	$661,874.35	
11/1/2032	$1,322,000.00			$22,275.70	$22,275.70	$684,150.05
5/1/2033	$1,322,000.00	$650,000.00	3.370%	$22,275.70	$672,275.70	
11/1/2033	$672,000.00			$11,323.20	$11,323.20	$683,598.90
5/1/2034	$672,000.00	$672,000.00	3.370%	$11,323.20	$683,323.20	
		$5,804,000.00		$1,130,196.90	$6,934,196.90	$6,836,759.10

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments
The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll
The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Other Miscellaneous Revenues
Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts
Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

Miscellaneous-Assessment Collection Costs
The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Debt Service

Principal Debt Retirement
The district pays regular principal payments to annually to pay down/retire the debt.

Interest Expense
The District Pays interest Expenses on the debt twice a year.

Urban Orlando

Community Development District

Supporting Budget Schedule

FY 2027

Assessment Summary
Fiscal Year 2027 vs. Fiscal Year 2026

Land Use	General Fund				2018 Debt Service Units 1- 3				2018 Debt Service Units 4+				2018A Debt Service				Planned Units
	FY 2027	FY 2026	Dollar Change	Percent Change	FY 2027	FY 2026	Dollar Change	Percent Change	FY 2027	FY 2026	Dollar Change	Percent Change	FY 2027	FY 2026	Dollar Change	Percent Change	
Bungalow/Garden (39')	$609.30	$609.30	$0.00	0.00%	$0.00	$0.00	$0.00	n/a	$573.04	$573.04	$0.00	0.00%	$576.49	$576.49	$0.00	0.00%	266.00
Charleston Singles (45')	$756.46	$756.46	$0.00	0.00%	$573.04	$573.04	$0.00	0.00%	$584.50	$584.50	$0.00	0.00%	$0.00	$0.00	$0.00	n/a	49.00
Cottage Singles (45')	$756.46	$756.46	$0.00	0.00%	$573.72	$573.72	$0.00	0.00%	$649.45	$649.45	$0.00	0.00%	$653.36	$653.36	$0.00	0.00%	302.00
Park (55')	$881.35	$881.35	$0.00	0.00%	$725.85	$725.85	$0.00	0.00%	$741.13	$741.13	$0.00	0.00%	$745.59	$745.59	$0.00	0.00%	137.00
Village (60')	$917.32	$917.32	$0.00	0.00%	$974.16	$974.16	$0.00	0.00%	$993.27	$993.27	$0.00	0.00%	$999.25	$999.25	$0.00	0.00%	135.00
Manor (70')	$1,064.23	$1,064.23	$0.00	0.00%	$1,512.82	$1,512.82	$0.00	0.00%	$1,543.39	$1,543.39	$0.00	0.00%	$1,552.67	$1,552.67	$0.00	0.00%	138.00
Custom (90')	$1,343.20	$1,343.20	$0.00	0.00%	$2,597.78	$2,597.78	$0.00	0.00%	$2,651.26	$2,651.26	$0.00	0.00%	$2,667.22	$2,667.22	$0.00	0.00%	**101.00**
Townhomes (22')	$479.72	$479.72	$0.00	0.00%	$477.54	$477.54	$0.00	0.00%	$553.94	$553.94	$0.00	0.00%	$557.27	$557.27	$0.00	0.00%	223.00
Townhomes (28')	$568.33	$568.33	$0.00	0.00%	$573.04	$573.04	$0.00	0.00%	$592.14	$592.14	$0.00	0.00%	$0.00	$0.00	$0.00	n/a	62.00
Stk Flats (Condos)	$358.74	$358.74	$0.00	0.00%	$477.54	$477.54	$0.00	0.00%	$489.00	$489.00	$0.00	0.00%	$491.94	$491.94	$0.00	0.00%	881.00
City Homes	$358.74	$358.74	$0.00	0.00%	$477.54	$477.54	$0.00	0.00%	$0.00	$0.00	$0.00	n/a	$491.94	$491.94	$0.00	0.00%	317.00
Doubles	$568.33	$568.33	$0.00	0.00%	$573.04	$573.04	$0.00	0.00%	$0.00	$0.00	$0.00	n/a	$576.49	$576.49	$0.00	0.00%	46.00
Apts	$248.51	$248.51	$0.00	0.00%	$0.00	$0.00	$0.00	n/a	$330.07	$330.07	$0.00	0.00%	$332.05	$332.05	$0.00	0.00%	938.00
Apts VC	$195.80	$195.80	$0.00	0.00%	$323.96	$323.96	$0.00	0.00%	$0.00	$0.00	$0.00	n/a	$0.00	$0.00	$0.00	n/a	527.00
Converted Condos	$358.74	$358.74	$0.00	0.00%	$323.96	$323.96	$0.00	0.00%	$0.00	$0.00	$0.00	n/a	$0.00	$0.00	$0.00	n/a	220.00
Office	$0.2360	$0.2360	$0.00	0.00%	$0.54	$0.54	$0.00	0.00%	$0.54	$0.54	$0.00	0.00%	$0.00	$0.00	$0.00	n/a	776,832.00
Retail	$0.2467	$0.2467	$0.00	0.00%	$0.48	$0.48	$0.00	0.00%	$0.48	$0.48	$0.00	0.00%	$0.00	$0.00	$0.00	n/a	189,489.00
																	970,663

RESOLUTION 2026-08
[FY 2027 ASSESSMENT RESOLUTION]

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT:

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B** ("**Assessment Roll**").

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

   a. Benefit Findings. The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

b. O&M Assessment Imposition. Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

c. Maximum Rate. Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby certifies for collection the FY 2027 installment of the District's previously levied debt service special assessments ("**Debt Assessments**," and together with the O&M Assessments, the "**Assessments**") in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same**.**

4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes,* the District is authorized to collect and enforce the Assessments as set forth below.

a. Tax Roll Assessments. To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.

b. Future Collection Methods. The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B,** is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

6. **APPROVAL OF PRIOR ACTIONS.** The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Assessments and Assessment Roll as provided herein are hereby ratified, approved, and confirmed in all respects.

7. **SEVERABILITY; EFFECTIVE DATE.** 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. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 19TH DAY OF AUGUST 2026.

ATTEST:

URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

By:_____

Its:_____

Exhibit A: Adopted Budget
Exhibit B: Assessment Roll

RESOLUTION 2026-11

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT:

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

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

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

PASSED AND ADOPTED this 19th day of August 2026.

ATTEST:	**URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:

RULES OF PROCEDURE

RULES OF PROCEDURE
URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT
RULE NO. _____

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

(1) The Urban Orlando Community Development District (the "**District**") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "**Rules**") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.

(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

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

(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

(b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

(f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

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

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

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

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

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

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

(c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

(d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

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

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

(a) Agenda packages for prior 24 months and next meeting;

(b) Official minutes of meetings, including adopted resolutions of the Board;

(c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;

(d) Adopted engineer's reports;

(e) Adopted assessment methodologies/reports;

(f) Adopted disclosure of public financing;

(g) Limited Offering Memorandum for each financing undertaken by the District;

(h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;

(i) District policies and rules;

(j) Fiscal year end audits; and

(k) Adopted budget for the current fiscal year.

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

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

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

(3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

(4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of $0.15 per page for one-sided copies and $0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar ($1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars ($25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

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

(5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

(6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:

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

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

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 705-8468. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

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

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

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

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

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into "meeting materials." For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

Adjournment

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

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

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

(7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

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

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

(10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

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

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

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

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

(c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

(b) Florida Statutes; and

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

(d) Support economical and efficient operations; and

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

(f) Safeguard assets.

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A "**rule**" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Requirements of a Rule. All District rules as drafted shall:

(a) Contain only one subject;

(b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;

(c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and

(d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.

(3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs ("**SERC**") based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of $200,000 in the aggregate in the state within one (1) year after implementation of the rule.

(4) Notice of Rule Development.

(a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule ("**Notice of Rule Development**") setting forth the following:

(i) the subject area to be addressed by rule development;

(ii) A short, plain explanation of the purpose and effect of the proposed rule;

(iii) The grant of rulemaking authority for the proposed rule;

(iv) The law being implemented;

(v) The proposed rule number; and

(vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.

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

(5) Notice of Rulemaking.

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

(i) A short, plain explanation of the purpose and effect of the proposed rule;

(ii) The proposed rule number;

(iii) A summary of the proposed rule or amendment;

(v) The grant of rulemaking authority for the proposed rule;

(vi) The law being implemented or interpreted;

(vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

(viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;

(ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;

(x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;

(xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;

(x) The date, time, and location of the public hearing on the proposed rule;

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

(xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.

(b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.

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

(6) Modification of Rules.

(a) Technical Changes.

(i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.

(ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

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

of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

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

2. In response to written materials submitted to the District; or

3. In response to an objection with the proposed rule by the District Board.

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

(7) Withdrawal of Proposed Rules.

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

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

(c) In the event of a withdrawal of a proposed rule, the District shall publish a notice ("**Notice of Rule Withdrawal**") in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

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

(8) Rule Development Workshops.

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

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

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

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

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

(iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

(a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

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

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

(i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

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

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

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

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

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing ("**Notice of Public Hearing**") in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the

scheduled public hearing. The Notice of Public Hearing shall include the following information:

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

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

(11) Emergency Rule Adoption.

(a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.

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

(i) The full text of the rule(s); and

(ii) The District's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

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

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

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

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

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

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

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

(ii) The rule number; and

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

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

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

(a) A copy of the rule;

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

(c) A detailed written statement of the facts and circumstances justifying the proposed rule;

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

(e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;

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

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

(14) Petitions to Challenge Rules.

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

(i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.

(ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation

of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

(c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

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

(e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:

(i) Administer oaths and affirmations;

(ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

(v) Make or receive offers of settlement, stipulation, and adjustment.

(f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

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

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

(b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;

(ii) The type of action requested;

(iii) The specific facts that would justify a waiver or variance for the petitioner; and

(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

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

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.
Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

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

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

(3) Definitions.

(a) "**Competitive Solicitation**" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

(b) "**Continuing Contract**" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars ($2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars ($200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

(c) "**Contractual Service**" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

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

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

(i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

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

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

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

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

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

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

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

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

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

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

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

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

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

(o) "**Request for Proposals**" or "**RFP**" is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

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

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

(i) The ability and adequacy of the professional personnel employed by the entity/individual;

(ii) The past performance of the entity/individual for the District and in other professional employment;

(iii) The willingness of the entity/individual to meet time and budget requirements;

(iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;

(v) The recent, current, and projected workloads of the entity/individual;

(vi) The volume of work previously awarded to the entity/individual;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise.

(q) "**Responsive Bid**," "**Responsive Proposal**," "**Responsive Reply**," and "**Responsive Response**" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

(2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

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

(b) Hold all required applicable federal licenses in good standing, if any;

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

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

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

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:

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

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

(iii) Each consultant's past performance;

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

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

(vi) The recent, current, and projected workloads of each consultant; and

(vii) The volume of work previously awarded to each consultant by the District.

(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

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

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

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("**Committee**"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

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

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

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

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

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

(iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

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

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

(i) Ability of personnel;

(ii) Experience;

(iii) Ability to furnish the required services; and

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

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

(3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("**RFP**"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

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

(6) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

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

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

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

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

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;

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

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

(8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Rule 3.3 Purchase of Insurance.

(1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

(b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

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

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

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

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

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

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

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

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

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

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

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

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

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

(2) Suspension, Revocation, or Denial of Qualification

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

(i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.

(ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

(iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

(iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

(v) The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

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

(vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

(vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

(viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

(ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

(x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

(xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

(xii) The vendor or affiliate(s) has been convicted of a contract crime.

1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

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

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

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

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

(e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

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

(ii) Unsafe conditions allowed to exist;

(iii) Complaints from the public;

(iv) Delay or interference with the bidding process;

(v) The potential for repetition;

(vi) Integrity of the public contracting process;

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.

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

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

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

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

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

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

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

(j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

(k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

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

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

(3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

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

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

(6) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

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

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

    a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

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

    c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

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

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

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

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

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

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

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

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

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

(4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "**goods, supplies, and materials**" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

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

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

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

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

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

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

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

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

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

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

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

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

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

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

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

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

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

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

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

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

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

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

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

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

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

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

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

Rule 4.0 Effective Date.

These Rules shall be effective _____, 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.

MINUTES OF MEETING
URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Urban Orlando Community Development District was held on Wednesday, July 15, 2026, at 8:31 a.m. at Grace Hopper Hall, 1913 Meeting Hall, Orlando, Florida 32814.

Present and constituting a quorum were:

Diana Pienaar	Chairperson
Matthew Williams	Assistant Secretary
Anne Coppenhaver	Assistant Secretary
Sarah Matyi	Assistant Secretary

Also present, either in person or via communications media technology, were:

Michael Perez	District Manager, Inframark
Lee Graffius	District Manager, Inframark
Tucker Mackie	District Counsel, Kutak Rock LLP *(via phone)*
John Woods	District Engineer, AtkinsRéalis
Erin Gilreath	District Agent, Sentry Management
Steve Peters	Representative, BrightView Landscapes

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 associated with obtaining an audio copy.

FIRST ORDER OF BUSINESS **Call to Order and Roll Call**

Ms. Pienaar called the meeting to order at 8:31 a.m. and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS **Public Comments on Agenda Items**

Suzanne addressed the Board and commented on the National Night Out scheduled for October 6, 2026. She inquired if the District could cover the cost of Kona Ice as they did the year prior, which was $450.00.

> On MOTION by Ms. Coppenhaver, seconded by Ms. Matyi, with all in favor, the motion to donate up to $500.00 for Kona Ice carried. 4-0

Discussion ensued regarding the utility easement by a residential property. Mr. Woods commented as well as a representative of OUC. They stated they would cover the cost of any damage.

Mr. Mackie will work with OUC directly and is to authorize construction and a permanent easement.

> On MOTION by Ms. Coppenhaver, seconded by Ms. Pienaar, with all in favor, the motion to approve moving forward with OUC easement for 4078 Bailey Lane carried. 4-0

Jon Rawlson introduced himself as he will be joining the Board after the election cycle.

THIRD ORDER OF BUSINESS Consent Agenda

A. Consideration of Meeting Minutes of June 17, 2026

B. Review of July 2026 Financial Snapshot

C. Review of July 2026 Financial Statements

D. Acceptance of July 2026 Check Register

> On MOTION by Ms. Coppenhaver, seconded by Ms. Pienaar, with all in favor, the motion to approve the consent agenda carried. 4-0

FOURTH ORDER OF BUSINESS Staff Reports

A. District Agent Report

Ms. Gilreath presented her report to the Board.

i. DRS Pressure Washing Proposal #6016

> On MOTION by Ms. Coppenhaver, seconded by Ms. Matyi, with all in favor, the motion to approve DRS Pressure Washing Proposal #6016 in the amount of $1,190.00 carried. 4-0

B. Brightview Landscaping

i. Pond 34 Enhancement – Winter Damage

> On MOTION by Ms. Matyi, seconded by Ms. Pienaar, with all in favor, the motion to approve Brightview Pond 34 Enhancement – Winter Damage Proposal #460604797 in the amount of $4,974.94 carried. 4-0

Ms. Matyi stated she was unsatisfied with the ornamental grass at pond 14.

ii. Tree Care Proposal 1

> On MOTION by Ms. Coppenhaver, seconded by Ms. Pienaar, with all in favor, the motion to approve BrightView Tree Care on Buffer Proposal #1357483 in the amount of $1,080.00 carried. 4-0

iii. Tree Care Proposal 2

> On MOTION by Ms. Pienaar, seconded by Ms. Coppenhaver, with all in favor, the motion to approve BrightView Tree Care on N. Buffer Proposal #1357516 in the amount of $10,000.00 carried. 4-0

iv. Tree Care Proposal 3

> On MOTION by Ms. Coppenhaver, seconded by Ms. Pienaar, with all in favor, the motion to approve BrightView Tree Care on OUC Buffer Unit 9 Proposal #1357529 in the amount of $3,500.00 carried. 4-0

C. District Engineer Report

Mr. Woods spoke on pump repair and advised that he sent the scope of work to five vendors.

Under Other Cover

i. **Proposal for Asphalt**

> On MOTION by Ms. Coppenhaver, seconded by Ms. Matyi, with all in favor, the motion to approve the asphalt proposal in the amount of $10,725.00 carried. 4-0

Mr. Woods spoke about the bullnose of the medians and advised he would be working with the traffic committee.

D. District Counsel

Mr. Mackie had nothing to add at this time.

Ms. Matyi asked about the Azuria and Inframark merging. Mr. Mackie will work with Inframark outside of a meeting for details of the merger.

E. District Manager

Mr. Perez discussed reviewing the BrightView landscaping proposals, the District's financial status, and presented Mr. Schirtzinger's resignation from Seat 2 on the CDD Board.

> On MOTION by Ms. Coppenhaver, seconded by Ms. Pienaar, with all in favor, the motion to accept James Schirtzinger's resignation from Seat 2 carried. 4-0

Mr. Perez advised that Jon Rawlson ran unopposed for Seat 2 on the CDD Board.

> On MOTION by Ms. Coppenhaver, seconded by Ms. Matyi, with all in favor, the motion to appoint Jon Rawlson to Seat 2 on the CDD Board carried. 4-0

FIFTH ORDER OF BUSINESS **Supervisor Requests**

Ms. Matyi reminded the Board and audience of the police meeting scheduled for July 16, 2026, at 6:30 p.m.

SIXTH ORDER OF BUSINESS **Adjournment**

> On MOTION by Ms. Pienaar, seconded by Ms. Coppenhaver, with all in favor, the meeting was adjourned at 9:53 a.m. 4-0

_____ _____

Secretary/Assistant Secretary Chairperson/Vice Chairperson

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

URBAN ORLANDO Community Development District

Financial Report

July 31, 2026

CLEAR PARTNERSHIPS



URBAN ORLANDO

Community Development District

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URBAN ORLANDO
Community Development District

Financial Statements

(Unaudited)

July 31, 2026

Balance Sheet
July 31, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2018 DEBT SERVICE FUND	SERIES 2018A DEBT SERVICE FUND	TOTAL
ASSETS				
Cash - Checking Account	$ 1,510,429	$ -	$ -	$ 1,510,429
Due From Other Funds	9,766	-	6,570	16,336
Investments:				
Money Market Account	2,779,906	-	-	2,779,906
Prepayment Account	-	154	-	154
Prepayment Account A	-	-	51	51
Reserve Fund	-	436,048	-	436,048
Reserve Fund A	-	-	169,246	169,246
Revenue Fund	-	239,023	-	239,023
Revenue Fund A	-	-	145,124	145,124
Deposits	9,380	-	-	9,380
TOTAL ASSETS	**$ 4,309,481**	**$ 675,225**	**$ 320,991**	**$ 5,305,697**
LIABILITIES				
Accounts Payable	$ 31,499	$ -	$ -	$ 31,499
Accrued Expenses	37,180	-	-	37,180
Due To Other Funds	-	16,336	-	16,336
TOTAL LIABILITIES	**68,679**	**16,336**	**-**	**85,015**
FUND BALANCES				
Nonspendable:				
Deposits	9,380	-	-	9,380
Restricted for:				
Debt Service	-	658,889	320,991	979,880
Assigned to:				
Operating Reserves	458,842	-	-	458,842
Reserves - Landscape/Hardscape	686,311	-	-	686,311
Reserves - Other	11,893	-	-	11,893
Reserves- Recirculation System	78,383	-	-	78,383
Reserves - Roads & Alleyways	794,163	-	-	794,163
Reserves - Sidewalks	24,749	-	-	24,749
Reserves - Signage	267,348	-	-	267,348
Unassigned:	1,909,733	-	-	1,909,733
TOTAL FUND BALANCES	**$ 4,240,802**	**$ 658,889**	**$ 320,991**	**$ 5,220,682**
TOTAL LIABILITIES & FUND BALANCES	**$ 4,309,481**	**$ 675,225**	**$ 320,991**	**$ 5,305,697**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	$ 55,000	$ 45,833	$ 126,551	$ 80,718	230.09%
Interest - Tax Collector	10,000	10,000	24,867	14,867	248.67%
Special Assmnts- Tax Collector	2,198,095	2,198,095	2,125,163	(72,932)	96.68%
Special Assmnts- Discounts	(87,924)	(87,924)	(82,393)	5,531	93.71%
Other Miscellaneous Revenues	19,957	16,631	39,710	23,079	198.98%
TOTAL REVENUES	**2,195,128**	**2,182,635**	**2,233,898**	**51,263**	**101.77%**
EXPENDITURES					
Administration					
P/R-Board of Supervisors	12,000	10,000	9,200	800	76.67%
FICA Taxes	918	765	230	535	25.05%
ProfServ-Arbitrage Rebate	1,200	1,200	500	700	41.67%
ProfServ-Dissemination Agent	1,000	-	-	-	0.00%
ProfServ-Engineering	15,000	12,500	10,958	1,542	73.05%
ProfServ-Legal Services	25,000	20,833	19,372	1,461	77.49%
ProfServ-Mgmt Consulting	68,000	56,667	56,670	(3)	83.34%
ProfServ-Property Appraiser	2,330	2,330	-	2,330	0.00%
ProfServ-Special Assessment	8,236	6,863	6,863	-	83.33%
ProfServ-Trustee Fees	10,000	10,000	7,103	2,897	71.03%
Auditing Services	7,046	7,046	4,100	2,946	58.19%
Website Compliance	1,600	1,600	1,553	47	97.06%
Postage and Freight	1,000	833	78	755	7.80%
Insurance - General Liability	25,568	25,568	23,740	1,828	92.85%
Printing and Binding	1,000	833	-	833	0.00%
Legal Advertising	4,000	3,333	201	3,132	5.03%
Misc-Property Taxes	300	300	-	300	0.00%
Misc-Assessment Collection Cost	2,000	2,000	1,635	365	81.75%
Misc-Contingency	7,000	5,833	3,223	2,610	46.04%
Office Supplies	100	83	-	83	0.00%
Annual District Filing Fee	175	175	175	-	100.00%
Total Administration	193,473	168,762	145,601	23,161	75.26%
Field					
ProfServ-Engineering	65,000	54,167	55,226	(1,059)	84.96%
ProfServ-Field Management	17,569	14,641	17,863	(3,222)	101.67%
Contracts-Fountain	6,785	5,654	3,800	1,854	56.01%
Contracts-On-Site Maintenance	45,070	37,558	34,267	3,291	76.03%
Contracts-Security Services	380,000	316,667	315,674	993	83.07%
Contracts-Landscape	417,000	347,500	347,419	81	83.31%
Electricity - General	30,000	25,000	21,512	3,488	71.71%
Electricity - Streetlights	262,921	219,101	223,625	(4,524)	85.05%
Utility - Water	65,911	54,926	47,949	6,977	72.75%
R&M-Electrical	3,500	2,917	2,385	532	68.14%
R&M-Equipment	3,500	2,917	4,063	(1,146)	116.09%
R&M-Irrigation	120,000	100,000	94,286	5,714	78.57%
R&M-Parks	25,000	20,833	23,694	(2,861)	94.78%
R&M-Pumps	5,000	4,167	3,950	217	79.00%
Misc-Hurricane Expense	15,000	12,500	-	12,500	0.00%
Misc-Contingency	176,639	147,200	93,013	54,187	52.66%
Op Supplies - General	3,000	2,500	1,343	1,157	44.77%
Total Field	1,641,895	1,368,248	1,290,069	78,179	78.57%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Reserves					
Impr - Landscape & Hardscape	200,000	200,000	212,408	(12,408)	106.20%
Reserves-Roads and Alleyways	158,760	158,760	36,915	121,845	23.25%
Reserves - Signage	1,000	833	10,547	(9,714)	1054.70%
Total Reserves	359,760	359,593	259,870	99,723	72.23%
TOTAL EXPENDITURES & RESERVES	**2,195,128**	**1,896,603**	**1,695,540**	**201,063**	**77.24%**
Excess (deficiency) of revenues Over (under) expenditures	-	286,032	538,358	252,326	0.00%
Net change in fund balance	$ -	$ 286,032	$ 538,358	$ 252,326	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)	**3,702,444**	**3,702,444**	**3,702,444**		
FUND BALANCE, ENDING	**$ 3,702,444**	**$ 3,988,476**	**$ 4,240,802**		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A %OF ADOPTED BUD
REVENUES					
Interest - Investments	$ -	$ -	$ 26,494	$ 26,494	0.00%
Interest - Tax Collector	-	-	7,723	7,723	0.00%
Special Assmnts- Tax Collector	1,855,494	1,855,494	1,793,922	(61,572)	96.68%
Special Assmnts- Discounts	(74,220)	(74,220)	(69,551)	4,669	93.71%
TOTAL REVENUES	**1,781,274**	**1,781,274**	**1,758,588**	**(22,686)**	**98.73%**
EXPENDITURES					
Administration					
Misc-Assessment Collection Cost	1,361	1,361	1,380	(19)	101.40%
Total Administration	1,361	1,361	1,380	(19)	101.40%
Debt Service					
Principal Debt Retirement	1,360,000	1,360,000	1,360,000	-	100.00%
Interest Expense	406,866	406,866	406,766	100	99.98%
Total Debt Service	1,766,866	1,766,866	1,766,766	100	99.99%
TOTAL EXPENDITURES	**1,768,227**	**1,768,227**	**1,768,146**	**81**	**100.00%**
Excess (deficiency) of revenues Over (under) expenditures	13,047	13,047	(9,558)	(22,605)	0.00%
Net change in fund balance	$ 13,047	$ 13,047	$ (9,558)	$ (22,605)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)	**668,447**	**668,447**	**668,447**		
FUND BALANCE, ENDING	**$ 681,494**	**$ 681,494**	**$ 658,889**		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A %OF ADOPTED BUD
REVENUES					
Interest - Investments	$ 15	$ 15	$ 11,653	$ 11,638	77686.67%
Interest - Tax Collector	-	-	2,995	2,995	0.00%
Special Assmnts- Tax Collector	727,917	727,917	695,789	(32,128)	95.59%
Special Assmnts- Discounts	(29,117)	(29,117)	(26,976)	2,141	92.65%
TOTAL REVENUES	**698,815**	**698,815**	**683,461**	**(15,354)**	**97.80%**
EXPENDITURES					
Administration					
Misc-Assessment Collection Cost	534	534	535	(1)	100.19%
Total Administration	534	534	535	(1)	100.19%
Debt Service					
Principal Debt Retirement	513,000	513,000	508,000	5,000	99.03%
Principal Prepayments	-	-	3,000	(3,000)	0.00%
Interest Expense	178,880	178,880	177,009	1,871	98.95%
Total Debt Service	691,880	691,880	688,009	3,871	99.44%
TOTAL EXPENDITURES	**692,414**	**692,414**	**688,544**	**3,870**	**99.44%**
Excess (deficiency) of revenues Over (under) expenditures	6,401	6,401	(5,083)	(11,484)	0.00%
Net change in fund balance	$ 6,401	$ 6,401	$ (5,083)	$ (11,484)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2025)	**326,074**	**326,074**	**326,074**		
FUND BALANCE, ENDING	**$ 332,475**	**$ 332,475**	**$ 320,991**		

URBAN ORLANDO
Community Development District

Supporting Schedules

July 31, 2026

URBAN ORLANDO
Community Development District

General Fund

Assigned Reserves

Category	Budget Allocation FY 2005-2025	Budget Allocation FY 2026	Total as of FY 2026	Total usage FY 2026	7/31/2026
Landscape & Hardscape	$ 686,311	$ 200,000	$ 886,311	212,408	$ 673,903
Other	11,893	-	$ 11,893	-	11,893
Recirculation System	78,383	-	$ 78,383	-	78,383
Paving/Sidewalks	24,749		$ 24,749		24,749
Roads & Alleyways	794,163	158,760	$ 952,923	36,915	916,008
Signage	267,348	1,000	$ 268,348	10,547	257,801
Total designated reserves	$ 1,862,847	$ 359,760	$ 2,222,607	$ 259,870	$ 1,962,737

URBAN ORLANDO

Community Development District

Non-Ad Valorem Special Assessments
Orange County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2026

Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost (1)	Gross Amount	Allocation by Fund: General Fund	Allocation by Fund: Series 2018 Debt Service Fund	Allocation by Fund: Series 2018A Debt Service Fund
ASSESSMENTS LEVIED FY 2026				$ 4,773,340	$ 2,198,137	$ 1,855,522	$ 719,681
Allocation %				100%	46%	39%	15%
11/07/2025	$ 12,095	$ 672		$ 12,767	$ 5,879	$ 4,963	$ 1,925
11/19/2025	$ 42,852	$ 1,933	$ 3,551	$ 48,337	$ 22,259	$ 18,790	$ 7,288
11/23/2025	$ 190,187	$ 7,924		$ 198,112	$ 91,231	$ 77,011	$ 29,869
12/'03/2025	$ 488,009	$ 20,334		$ 508,343	$ 234,093	$ 197,606	$ 76,643
12/12/2025	$ 246,011	$ 10,250		$ 256,261	$ 118,009	$ 99,615	$ 38,637
12/19/2025	$ 428,297	$ 17,846		$ 446,143	$ 205,450	$ 173,427	$ 67,265
01/15/2026	$ 235,671	$ 9,820		$ 245,490	$ 113,049	$ 95,428	$ 37,013
02/13/2026	$ 1,187,527	$ 49,481		$ 1,237,008	$ 569,646	$ 480,857	$ 186,505
03/11/2026	$ 535,048	$ 22,294		$ 557,342	$ 256,658	$ 216,653	$ 84,031
04/14/2026	$ 333,049	$ 13,657		$ 346,706	$ 159,659	$ 134,774	$ 52,273
05/14/2026	$ 594,004	$ 23,426		$ 617,430	$ 284,328	$ 240,011	$ 93,091
06/11/2026	$ 115,948	$ 1,973		$ 117,921	$ 54,303	$ 45,839	$ 17,779
7/15/2026	$ 23,705	$ (690)		$ 23,015	$ 10,598	$ 8,947	$ 3,470
TOTAL	$ 4,432,403	$ 178,920	$ 3,551	$ 4,614,874	$ 2,125,163	$ 1,793,922	$ 695,789
% COLLECTED				97%	97%	97%	97%
TOTAL OUTSTANDING				$ 158,465	$ 72,974	$ 61,601	$ 23,892

Note (1): Collection costs are paid once a year to Orange County.

URBAN ORLANDO
Community Development District

All Funds

Cash and Investment
July 31, 2026

GENERAL FUND

Account Name	Bank Name	Investment Type	Maturity	Yield		Balance
Checking Account - Operating	Valley Bank	Checking Account	n/a	3.56%	$	1,510,429
				Subtotal	**$**	**1,510,429**
Money Market Account	BankUnited	Money Market	n/a	3.32%	$	2,779,906
				Subtotal	**$**	**2,779,906**

DEBT SERVICE FUND

Series 2018 Prepayment Fund	US Bank	Open-Ended Comm. Paper	n/a	2.15%	$	154
Series 2018 Reserve Fund	US Bank	Open-Ended Comm. Paper	n/a	3.50%	$	436,048
Series 2018 Revenue Fund	US Bank	Open-Ended Comm. Paper	n/a	3.50%	$	239,023
Series 2018A Prepayment Fund	US Bank	Open-Ended Comm. Paper	n/a	2.15%	$	51
Series 2018A Reserve Fund	US Bank	Open-Ended Comm. Paper	n/a	3.50%	$	169,246
Series 2018A Revenue Fund	US Bank	Open-Ended Comm. Paper	n/a	3.50%	$	145,124
				Subtotal	**$**	**989,647**
				Total	**$**	**5,279,981**

URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT

District Agent Report

August 19, 2026

I. SUMMARY OF AUTHORIZATIONS

1. Landscaping: Budget Year 2026 remaining Reserves – IMPR – Landscape & Hardscape balance – **$38,434.40**
    a. Service Order #8978171: Baldwin Park St Enhancements - **$18,648.49**
    b. Service Order #8959274: Customs Buffer Enhancements - **$9,672.69**
    c. Service Order #8979686: General Rees Tree Install - **$3,029.99**
    d. Service Order #8980951: Pond 14 Bank Enhancements - **$3,981.49**
    e. Proposal #1391907: Pond 16 Tree Care - **$1,000.00**
    f. Proposal #1390364: Pond 24 Tree Removal - **$1,300.00**
2. Maintenance Projects: Budget Year 2026 remaining Miscellaneous Contingency balance - **$65,594.08**
    a. DRS Maintenance Contract for 2026/27 - **$55,889.00**

II. GROUND MAINTENANCE UPDATES

1. BrightView Updates: Please see the attached report.
2. Approved Projects Status
    a. Status of June/July 2026 Approved Landscape Projects
        i. North Buffer Tree Maintenance – complete
        ii. Army Reserve Buffer - complete
        iii. OUC Buffer Enhancement – complete
        iv. Pond 34 Enhancement – complete
        v. Unit 7 Tree Maintenance – complete
        vi. Pond 19 Enhancement – complete
        vii. Pond 19 Nature Path – complete
        viii. Unit 7 Tree Installs – complete

III. DISTRICT AGENT BUDGET REPORTS (DAB)

1. As of August 12, 2026, the CDD is over budget for irrigation repairs this month **($9,342.27)**.

2. Landscape Reserve Refurbishment Report attached.

IV. OFF-DUTY OFFICER PROGRAM

1. We are currently under budget for this item.
2. July Police Report: Please see the attached report.

BrightView Landscape Services

Proposal for Extra Work at Urban Orlando CDD

Property Name	Urban Orlando CDD	Contact	Erin Gilreath
Property Address	1913 Meeting Place Orlando , FL 32814	To Billing Address	Urban Orlando CDD 1913 Meeting Place Orlando, FL 32814

Project Name: CDD- Baldwin Park Street Enhancement

Project Description: Remove declining plant in 3 bed along BPS per photos

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price		Total
East Island Tip				**Subtotal**	**$1,368.08**
1.00	EACH	Oderata- 30 gal. Fill in per photo	$332.00		$332.00
6.00	HOUR	Cut back Trinnettej to 8 inches	$82.18		$493.09
18.00	EACH	Arboricola Variegated - 3 gal. Fill in- Center	$30.17		$542.99
Center Bed				**Subtotal**	**$4,568.34**
112.00	EACH	Liriope -Super Blue - 1 gal.- Remove declining walters-perimeter	$8.98		$1,005.59
60.00	EACH	Arboricola Variegated - 3 gal. Each End	$30.17		$1,809.98
12.00	EACH	Fire Bush- Fill in- Center	$30.17		$362.00
16.00	HOUR	Demo and Prep- Plant Removals	$86.92		$1,390.77
West Island and LBL				**Subtotal**	**$8,908.76**
248.00	EACH	Liriope -Super Blue - 1 gal.- Remove declining walters-perimeter	$8.98		$2,226.67
60.00	EACH	Liriope -Super Blue - 1 gal.- West Tip	$8.98		$538.71
72.00	EACH	Arboricola Variegated - 3 gal. Each End	$30.17		$2,171.97
12.00	EACH	Fire Bush- Fill in- Center	$30.17		$362.00
200.00	EACH	4" Annuals- Create Bed- Island tip behind Jasmine	$3.49		$697.36
30.00	HOUR	Demo and Prep- Plant Removals	$86.92		$2,607.69
2.00	CUBIC YARD	Bulk Annual Soil (Picked-Up) CY - Amendment	$146.27		$292.54
1.00	EACH	Jasminum Asiaticum - 1 gal. Fill in island tip	$11.82		$11.82
Mulch- Irrigation- Dump				**Subtotal**	**$3,803.31**
25.00	CUBIC YARD	Mulch Installed - Mini Pine Bark	$48.00		$1,200.00
1.00	LUMP SUM	Irrigation modification	$1,600.00		$1,600.00
1.50	LUMP SUM	Freight/Delivery	$275.54		$413.31
3.00	LOAD	Dump Fees/Green Waste Material	$196.67		$590.00

For internal use only

SO#	8978171
JOB#	460604797
Service Line	130

Total Price $18,648.49

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.

4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.

7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.

8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.

10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.

11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.

12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.

13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of $150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.

17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature	Title	**Property Manager**
Erin Gilreath		**August 04, 2026**
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

Signature	Title	**Account Manager, Senior**
Steven Peters		**August 04, 2026**
Printed Name	Date	

Job #:	**460604797**		
SO #:	**8978171**	**Proposed Price:**	**$18,648.49**











BrightView Landscape Services

Proposal for Extra Work at Urban Orlando CDD

Property Name	Urban Orlando CDD	Contact	Erin Gilreath
Property Address	1913 Meeting Place Orlando , FL 32814	To Billing Address	Urban Orlando CDD 1913 Meeting Place Orlando, FL 32814

Project Name: CDD-Customs Buffer Enhancements- Both Entry Gates

Project Description: Install new plant material at the North and West Entries- Construction has been completed

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price		Total
West Entry- Left and Right Side				**Subtotal**	**$4,106.06**
30.00	EACH	Trinette 3 gal- R-side	$30.17		$904.99
38.00	EACH	Indian Hawthorn - 3 gal- R-side	$30.17		$1,146.32
52.00	EACH	Liriope -Super Blue - 1 gal- R-side	$8.98		$466.88
40.00	EACH	Liriope -Super Blue - 1 gal- L-side	$9.94		$397.68
18.00	EACH	Indian Hawthorn - 3 gal- L-side	$30.17		$542.99
28.00	EACH	Agapanthus- 3 gal- L- side	$23.11		$647.20
North Entry- Left and Right Side				**Subtotal**	**$1,913.84**
40.00	EACH	Liriope -Super Blue - 1 gal- R-side	$9.94		$397.68
12.00	EACH	Indian Hawthorn - 3 gal- R-side	$30.17		$362.00
14.00	EACH	Agapanthus- 3 gal- R- side	$23.11		$323.60
16.00	EACH	Liriope -Super Blue - 1 gal- L-side	$9.94		$159.07
10.00	EACH	Indian Hawthorn - 3 gal- L-side	$30.17		$301.66
16.00	EACH	Agapanthus- 3 gal- L- side	$23.11		$369.83
Demo- Mulch- Irrigation				**Subtotal**	**$3,652.79**
1.00	LUMP SUM	Enhancement- Demo and Prep	$2,186.00		$2,186.00
15.00	CUBIC YARD	Mulch- Mini Pine Bark	$48.00		$720.00
0.50	LOAD	Dump Fees/Green Waste Material	$236.00		$118.00
0.45	LUMP SUM	Freight/Delivery	$330.64		$148.79
1.00	LUMP SUM	Irrigation Modification	$480.00		$480.00

For internal use only

SO#	8959274
JOB#	460604797
Service Line	130

Total Price $9,672.69

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TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.

4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.

7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.

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17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

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Customer

Signature	Title	**Property Manager**
Erin Gilreath		**July 08, 2026**
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

Signature	Title	**Account Manager, Senior**
Steven Peters		**July 08, 2026**
Printed Name	Date	

Job #:	**460604797**		
SO #:	**8959274**	**Proposed Price:**	**$9,672.69**





BrightView Landscape Services

Proposal for Extra Work at Urban Orlando CDD

Property Name	Urban Orlando CDD	Contact	Erin Gilreath
Property Address	1913 Meeting Place Orlando , FL 32814	To Billing Address	Urban Orlando CDD 1913 Meeting Place Orlando, FL 32814

Project Name: Urban Orlando CDD- Tree Installation

Project Description: Install 1 Live Oak trees along General Reese Rd- Create tree rings 10 feet away from declining tree

Scope of Work

Due to the heavy equipment needed to remove and install a tree of this size. Damage could occur to pavers, sidewalk, concrete, ect. BrightView will take all necessary precautions, however this type of damage is not covered under this proposal.

QTY	UoM/Size	Material/Description	Unit Price		Total
Tree Replacement (Front Right of Way)				**Subtotal**	**$2,281.49**
1.00	EACH	Live Oak- 100 Gal. 3-4" cal	$1,489.00		$1,489.00
4.00	HOUR	Enhancement- Create 1 tree rings	$78.75		$315.00
0.40	EACH	Equipment Fee	$226.87		$90.75
0.50	LOAD	Disposal Fees/Green Waste Material	$212.82		$106.41
1.00	EACH	Pro 60 Staking Kit	$119.83		$119.83
0.50	LUMP SUM	Freight / Hauling	$225.00		$112.50
1.00	CUBIC YARD	Mulch Installed - Mini Pine Bark	$48.00		$48.00
Irrigation				**Subtotal**	**$147.77**
1.00	EACH	Rainbird 1400 bubbler replacement Installed-tap into current irrigation pipe	$147.77		$147.77
1 tree (Add soil and sod)				**Subtotal**	**$600.73**
4.00	HOUR	Enhancement- Demo and Prep to repair 1 old tree rings	$78.75		$315.00
1.00	CUBIC YARD	Bulk Soil (Picked-Up) CY - Install 1 tree rings (1 total)	$181.65		$181.65
50.00	SQUARE FEET	SF. St. Augustine Turf Installed	$2.08		$104.08

For internal use only

SO#	8979686
JOB#	460604797
Service Line	130

Total Price $3,029.99

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TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.

4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.

7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.

8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

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11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.

12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.

13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

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15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of $150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.

17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature	Title	**Property Manager**
Erin Gilreath		**August 05, 2026**
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

Signature	Title	**Account Manager, Senior**
Steven Peters		**August 05, 2026**
Printed Name	Date	

Job #:	**460604797**		
SO #:	**8979686**	**Proposed Price:**	**$3,029.99**

Exclusions And Qualifications

Personnel/ Working Hours

- This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)
- BrightView is an open shop contractor, non-signatory to any labor agreements.
- This Proposal is based on non-prevailing wage and non-union labor rates.
- This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site.

Utilities, Traffic Control, and Permitting

- BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by others including street closure and traffic control plans.
- Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal.
- BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing.
- BrightView is not responsible for unmarked private utilities.
- A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking, etc. in public areas.
- The owner shall be responsible for identifying and marking all underground utilities within in the work site.
- BrightView shall accept no responsibility for damage to any unmarked underground utilities.

Scope of Work/ Project Specifications

- No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spoils to be used on-site.
- Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization.
- Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others.
- Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded.
- No demolition work is provided for in this proposal except as noted in the scope of work.
- BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)
- Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer.
- Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of these penetrations, etc. to be by others.
- Waterproofing, protection boards, and topping slabs shall be completed, in place and tested by others prior to mobilization.
- Specified plant materials are subject to availability at the time of construction.

Irrigation

- BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured.
- No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal.
- Irrigation to be taken from provided point of connection. Water meter installation excluded.
- Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.
- Power (110v) P.O.C. for irrigation controller will be provided by the others.
- BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation.

Warranty

- BrightView shall Warranty all shrubs, ground cover and vines for a period of (90) days. Specimen trees for a period of one (1) year.
- Warranty does not extend beyond the natural life cycle of the plant material. (E.G. annual color, perennials, biennials, etc.)

BrightView Landscape Services

Proposal for Extra Work at Urban Orlando CDD

Property Name	Urban Orlando CDD	Contact	Erin Gilreath
Property Address	1913 Meeting Place Orlando , FL 32814	To Billing Address	Urban Orlando CDD 1913 Meeting Place Orlando, FL 32814

Project Name: CDD- Pond 14- Plant Installation- Lake Bank.

Project Description: Install ornamental grass along the lake bank- South East Corner per photo

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
78.00	EACH	Sand Cord Grass - 3 gal. Shrub- Trim current grasses	$30.17	$2,352.97
8.00	LUMP SUM	Enhancement- demo and prep- dead plants	$90.40	$723.20
0.50	LUMP SUM	Freight/Delivery	$330.64	$165.32
10.00	CUBIC YARD	Mulch Installed - Mini pine bark	$48.00	$480.00
1.00	LUMP SUM	Irrigation modification	$260.00	$260.00

For internal use only

SO#	8980951
JOB#	460604797
Service Line	130

Total Price $3,981.49

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.

4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.

7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.

8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.

10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.

11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.

12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.

13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of $150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.

17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature	Title	**Property Manager**
Erin Gilreath		**August 06, 2026**
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

Signature	Title	**Account Manager, Senior**
Steven Peters		**August 06, 2026**
Printed Name	Date	

Job #: **460604797**

SO #: **8980951** **Proposed Price:** **$3,981.49**



BrightView

TREE CARE SERVICES



- *Safety-First Operations*
- *Commercial Property Specialists*
- *ISA Certified Arborists*
- *Tree Care Industry Association Member*

CERTIFIED ARBORIST ISA

ISA QUALIFICATIONS TREE RISK ASSESSMENT

ACCREDITED TREE CARE INDUSTRY ASSOCIATION ETHICS QUALITY CONFIDENCE

PRESCRIPTION PRUNING QUALIFICATION Rx ISA FLORIDA CHAPTER

TREE CARE INDUSTRY ASSOCIATION CTSP CERTIFIED TREECARE SAFETY PROFESSIONAL ™

August 5, 2026

Proposal #: 1391907

BrightView Landscape Services, Inc.
Branch Office #49360
701 Codisco Way
Sanford , Florida 32771
Simon Nunez Jr.
ISA Certified Arborist # FL-9828A
TRAQ (Tree Risk Assessment Qualified)
PPQ (Prescription Pruning Qualified)
TCIA Certified Tree Care Safety Professional (CTSP)
#05139
Simon.nunezjr@brightview.com
tel:407-461-5086

Tree Care Service Address/Location
Baldwin Park CDD (Pine Trees)
2899 Stanfield Ave
Orlando, 32814
Erin Gilreath
egilreath@baldwinparkpoa.com

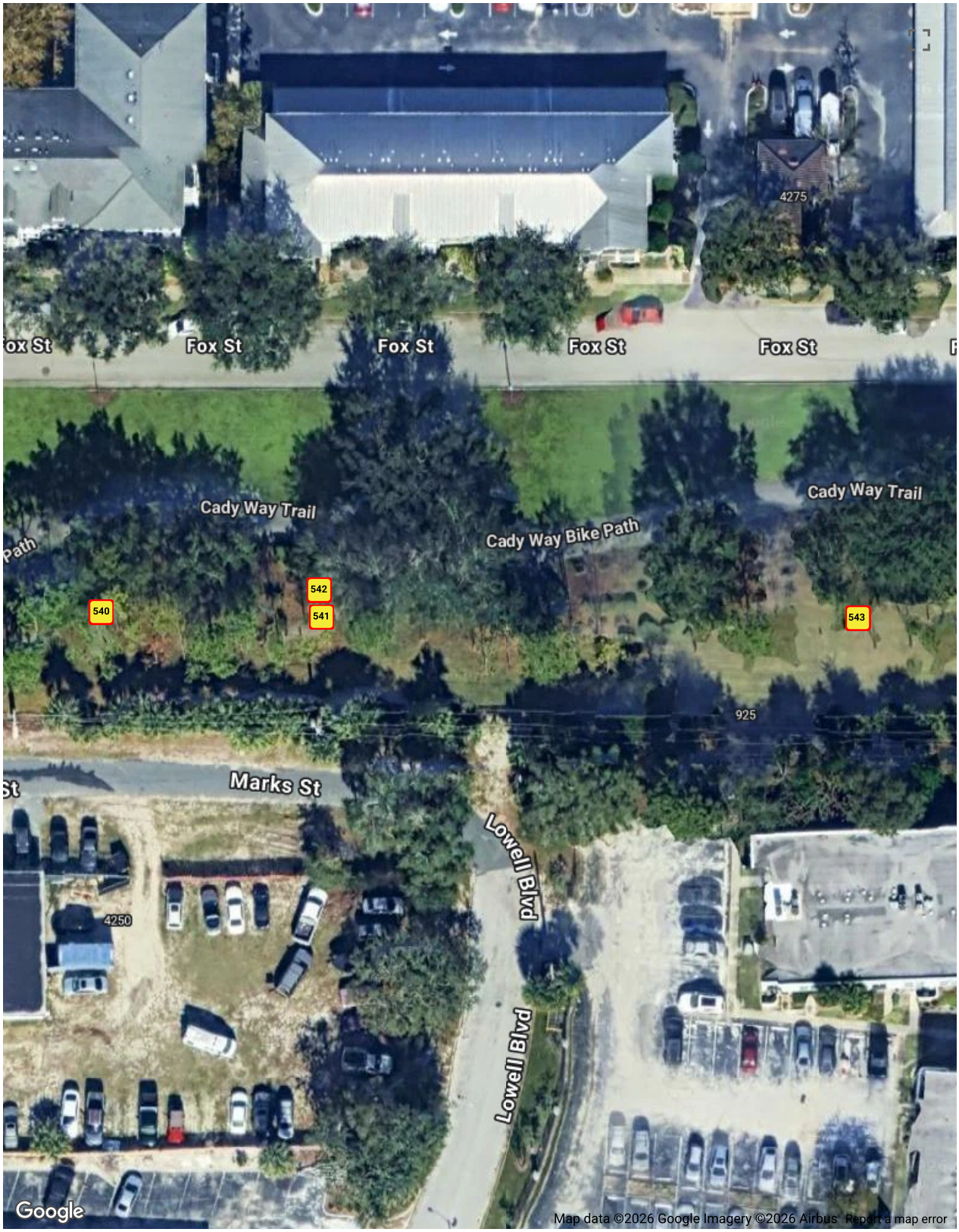
Tree Care Service Billing Address
Baldwin Park CDD (Pine Trees)
2899 Stanfield Ave
Orlando, 32814
Erin Gilreath
egilreath@baldwinparkpoa.com

Proposed Tree Care Services

	Species	Qty	Objective	Price
#540	Pine Tree 4250 Marks Street	1	Removal and Stump grind	-
#542	Pine Tree 4250 Marks St	1	Removal and Stump grind	-
#541	Pine Tree 4250 Marks St	1	Removal and Stump grind	-
#543	Pine Tree 925 Bennett Rd	1	Removal and Stump grind	-
	Total			**$1,000**

BrightView

Baldwin Park CDD (Pine Trees)



Baldwin Park CDD (Pine Trees)

Baldwin Park CDD (Fox St. Trail) - Pine removals



August 5, 2026

Pine Tree ID# 540

Pine Tree

Removal and Stump grind



August 5, 2026

Pine Tree ID# 540

Pine Tree

Removal and Stump grind



August 5, 2026

Pine Tree ID# 540

Pine Tree

Removal and Stump grind

Baldwin Park CDD (Pine Trees)

Baldwin Park CDD (Fox St. Trail) - Pine removals



August 5, 2026

Pine Tree ID# 540

Pine Tree

Removal and Stump grind



August 5, 2026

Pine Tree ID# 541

Pine Tree

Removal and Stump grind



August 5, 2026

Pine Tree ID# 542

Pine Tree

Removal and Stump grind

Baldwin Park CDD (Pine Trees)

Baldwin Park CDD (Fox St. Trail) - Pine removals



August 5, 2026

Pine Tree ID# 543

Pine Tree

Removal and Stump grind



August 5, 2026

Pine Tree ID# 543

Pine Tree

Removal and Stump grind

1. **Bid Specifications:** The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is beingdone in accordance with ANSI A300 standards.

2. **Bid Expiration:** This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.

3. **Work Force:** Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.

4. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. BrightView Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. BrightView Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.

5. **Scheduling of Work:** If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.

6. **Work Hours:** Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2.30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.

7. **License and Permits:** Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other licenseand permit requirements of relevant city, state and federal governments, as well as all other requirements of law.

8. **Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.

9. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a $1,000,000 limit of liability.

10. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.

11. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

12. **Non-Union Contractor:** Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to Contractor.

13. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

14. **Additional Services:** Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.

15. **Access to Job Site:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

14. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.

15. **Cancellation:** Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of $150.00 and billed to Client/Owner.

16. **Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the propertywhich is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.

17. **Disclaimer:** This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by BrightView Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

Signature

Erin Gilreath — August 5, 2026

Printed Name — Date

BrightView Landscape Services, Inc.

Simon Nunez Jr. — August 5, 2026

Signature — Date

Simon Nunez Jr. — August 5, 2026

Printed Name — Date

ISA Certified Arborist # FL-9828A
TRAQ (Tree Risk Assessment Qualified)
PPQ (Prescription Pruning Qualified)
TCIA Certified Tree Care Safety Professional (CTSP) #05139

BrightView

TREE CARE SERVICES



- *Safety-First Operations*
- *Commercial Property Specialists*
- *ISA Certified Arborists*
- *Tree Care Industry Association Member*

CERTIFIED ARBORIST ISA

ISA QUALIFICATIONS TREE RISK ASSESSMENT

ACCREDITED TREE CARE INDUSTRY ASSOCIATION ETHICS QUALITY CONFIDENCE

PRESCRIPTION PRUNING QUALIFICATION Rx ISA FLORIDA CHAPTER

TREE CARE INDUSTRY ASSOCIATION CTSP CERTIFIED TREECARE SAFETY PROFESSIONAL ™

August 4, 2026

Proposal #: 1390364

BrightView Landscape Services, Inc.
Branch Office #49360
701 Codisco Way
Sanford , Florida 32771
Simon Nunez Jr.
ISA Certified Arborist # FL-9828A
TRAQ (Tree Risk Assessment Qualified)
PPQ (Prescription Pruning Qualified)
TCIA Certified Tree Care Safety Professional (CTSP) #05139
Simon.nunezjr@brightview.com
tel:407-461-5086

Tree Care Service Address/Location
Baldwin Park CDD
ID#: 460400797
1099 Bennett Rd.
Orlando, 32814
Bill Patterson
bpatterson@baldwinparkpoa.com

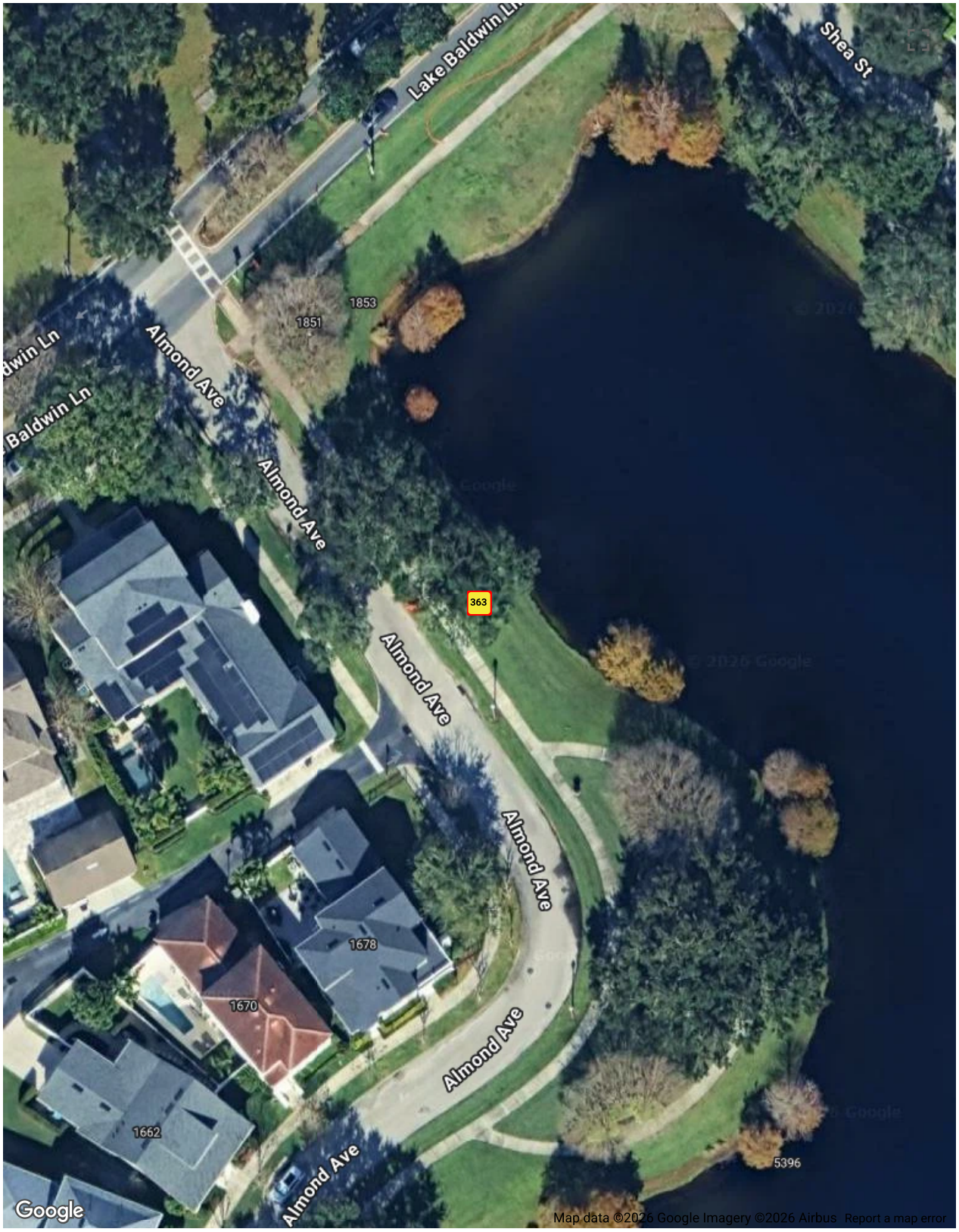
Tree Care Service Billing Address
Baldwin Park CDD
ID#: 460400797
1099 Bennett Rd.
Orlando, 32814
Bill Patterson
bpatterson@baldwinparkpoa.com

Proposed Tree Care Services

	Species	DBH	Qty	Objective	Price
#363	Live Oak 1606 Almond Ave	13"-18"	1	Removal and Stump Grind	$1,200
	Permit				**$100**
	Total				**$1,300**

BrightView

Baldwin Park CDD



Legend (1)

Live Oak (1)

Baldwin Park CDD

Baldwin Park CDD - Tree Removal



September 1, 2021

Live Oak ID# 363
Live Oak
DBH: 13"…
Health: 40% - Poor

Removal and Stump Grind



September 1, 2021

Live Oak ID# 363
Live Oak
DBH: 13"…
Health: 40% - Poor

Removal and Stump Grind



September 1, 2021

Live Oak ID# 363
Live Oak
DBH: 13"…
Health: 40% - Poor

Removal and Stump Grind

Baldwin Park CDD

Baldwin Park CDD - Tree Removal



September 1, 2021

Live Oak ID# 363
Live Oak
DBH: 13"…
Health: 40% - Poor

Removal and Stump Grind



September 1, 2021

Live Oak ID# 363
Live Oak
DBH: 13"…
Health: 40% - Poor

Removal and Stump Grind



September 1, 2021

Live Oak ID# 363
Live Oak
DBH: 13"…
Health: 40% - Poor

Removal and Stump Grind

Baldwin Park CDD

Baldwin Park CDD - Tree Removal



September 1, 2021

Live Oak ID# 363
Live Oak
DBH: 13"…
Health: 40% - Poor

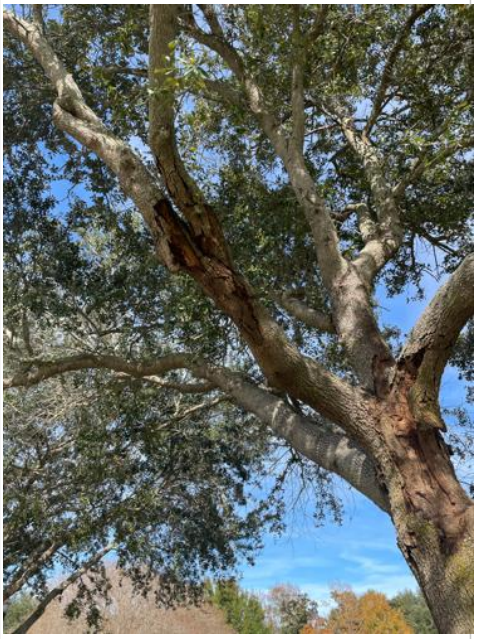
Removal and Stump Grind



December 12, 2023

Live Oak ID# 363
Live Oak
DBH: 13"…
Health: 40% - Poor

Removal and Stump Grind



December 12, 2023

Live Oak ID# 363
Live Oak
DBH: 13"…
Health: 40% - Poor

Removal and Stump Grind

Baldwin Park CDD

Baldwin Park CDD - Tree Removal



December 12, 2023

Live Oak ID# 363
Live Oak
DBH: 13"…
Health: 40% - Poor

Removal and Stump Grind



December 12, 2023

Live Oak ID# 363
Live Oak
DBH: 13"…
Health: 40% - Poor

Removal and Stump Grind



December 12, 2023

Live Oak ID# 363
Live Oak
DBH: 13"…
Health: 40% - Poor

Removal and Stump Grind

BrightView

Baldwin Park CDD

Baldwin Park CDD - Tree Removal



December 12, 2023

Live Oak ID# 363
Live Oak
DBH: 13"…
Health: 40% - Poor

Removal and Stump Grind



December 12, 2023

Live Oak ID# 363
Live Oak
DBH: 13"…
Health: 40% - Poor

Removal and Stump Grind



August 4, 2026

Live Oak ID# 363
Live Oak
DBH: 13"…
Health: 40% - Poor

Removal and Stump Grind

Baldwin Park CDD

Baldwin Park CDD - Tree Removal



August 4, 2026

Live Oak ID# 363

Live Oak

DBH: 13"…

Health: 40% - Poor

Removal and Stump Grind

1. **Bid Specifications:** The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is beingdone in accordance with ANSI A300 standards.

2. **Bid Expiration:** This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.

3. **Work Force:** Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.

4. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. BrightView Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. BrightView Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.

5. **Scheduling of Work:** If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.

6. **Work Hours:** Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2.30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.

7. **License and Permits:** Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other licenseand permit requirements of relevant city, state and federal governments, as well as all other requirements of law.

8. **Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.

9. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a $1,000,000 limit of liability.

10. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.

11. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

12. **Non-Union Contractor:** Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to Contractor.

13. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

14. **Additional Services:** Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.

15. **Access to Job Site:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

14. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.

15. **Cancellation:** Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of $150.00 and billed to Client/Owner.

16. **Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the propertywhich is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.

17. **Disclaimer:** This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by BrightView Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

Signature

August 4, 2026

Printed Name | Date

BrightView Landscape Services, Inc.

Simon Nunez Jr. | August 4, 2026

Signature | Date

Simon Nunez Jr. | August 4, 2026

Printed Name | Date

ISA Certified Arborist # FL-9828A
TRAQ (Tree Risk Assessment Qualified)
PPQ (Prescription Pruning Qualified)
TCIA Certified Tree Care Safety Professional (CTSP) #05139

SERVICE CONTRACT TERM SHEET

CONTRACT DATE: October 1, 2026 **CONTRACT NUMBER**: CDD 2027-01

CONTRACT DESCRIPTION: Pressure Washing and Painting

PROJECT: Urban Orlando Community Development District

CONTRACTOR: DRS Construction of Central FL Inc.

Address: 324 Dublin Dr. Lake Mary, FL. 32746-3318

Telephone: 407-367-9022 Federal ID Number 46-1232324

CONTRACTOR'S REPRESENTATIVE: Cheryl Nunley

OWNER: Urban Orlando CDD
313 Campus St
Celebration, FL 34747

OWNER'S REPRESENTATIVE: Erin Gilreath, (407) 740-5838

COMMENCEMENT DATE: October 1, 2026

EXPIRATION DATE: September 30, 2027

The term of the contract shall be for a period of 12 months, beginning October 1, 2026, at the price stated in the proposals.

CONTRACT SUM: See Exhibit "C" attached hereto and made a part hereof by this reference.

STATEMENT CUTOFF DATE: The 20th day of each month.

EXHIBITS: In addition to the Service Contract, the following exhibits are attached hereto and deemed incorporated herein by this reference:

Exhibit "A" – Description of Work
Exhibit "A-1 – Maintenance Areas
Exhibit "B" – Schedule
Exhibit "C" – Compensation
Exhibit "D" – Change Directive Form
Exhibit "E" – Map
Exhibit "F" - Proposals

THE INFORMATION IN THIS TERM SHEET IS PART OF, SUBJECT TO AND GOVERNED BY THE ATTACHED SERVICE CONTRACT BETWEEN CONTRACTOR AND OWNER. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS TERM SHEET AND THE SERVICE CONTRACT, THE SERVICE CONTRACT SHALL CONTROL.

SERVICE CONTRACT

THIS SERVICE CONTRACT, ("**Contract**") is made and entered into as of the Contract Date, by and between Owner and Contractor (as defined in the Term Sheet).

W I T N E S S E T H:

WHEREAS, Owner desires to employ Contractor to perform the work described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Work**"); and

WHEREAS, Contractor hereby represents and warrants to Owner that Contractor is qualified, willing and able to perform the Work on the terms and conditions hereinafter set forth; and

WHEREAS, some of the terms used in this Contract are defined in a "Term Sheet" to which this Contract is attached, which Term Sheet is hereby incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and Contractor hereby agree as follows:

1. CONTRACTOR'S RESPONSIBILITIES AND REPRESENTATIONS.

1.1 The Work. Contractor shall perform the Work described in Exhibit "A". Contractor agrees to at all times furnish Contractor's best skill and judgment, and efficient business administration and to further the interests of Owner. All Work shall be performed in compliance with all applicable standards set forth by law, ordinance or code or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing or advisory body having authority to set standards for the Work, as determined by Owner. Contractor, in performing the Work, shall also meet all OSHA safety standards. Owner reserves the right to reduce any portion of the Work set forth in Exhibit "A" and, in such event, Owner shall be entitled to a reduction in the Compensation set forth in Exhibit "C", proportionate to such reduction in Work. Owner may, from time to time, authorize Contractor to perform additional services. All changes in the Work shall be agreed to in writing between Owner and Contractor in the form attached hereto as Exhibit "D".

1.2 Time of Commencement and Completion. Contractor shall commence performance of the Work on the Commencement Date set forth in the Term Sheet, and shall continue performance of the Work in accordance with the schedule set forth in Exhibit "B" (the "**Schedule**") through the Expiration Date or date of earlier termination of this Contract as provided in Section 7.

1.3 Personnel. Contractor agrees to employ the necessary qualified personnel acceptable to Owner to perform all Work pursuant to this Contract. All such personnel, while engaged in performance of the Work, shall conduct themselves in a professional manner. Contractor further agrees promptly to remove any personnel from performing Work as Owner shall reasonably request in writing, and promptly to replace such personnel with another of Contractor's personnel of comparable experience who shall be approved in writing by Owner. If work performance falls behind in Owner's opinion, Owner has the right to require contractor to assign more staff to the Project at no additional cost to the Owner until such time the property is returned to a satisfactory condition in the Owner's opinion.

1.4 Performance Standards. Contractor agrees to perform all Work in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by Owner. Contractor agrees to perform all Work in a manner consistent with professional skill and care and in accordance with generally accepted standards of professionals in the same industry as Contractor, in accordance with the conditions contained in this Contract, and in accordance with all applicable standards set forth by law, ordinance, code or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing or advisory body having authority to set standards for the Work. Contractor and its employees

shall promptly observe and comply with then-applicable provisions of OSHA and all other Federal, State and local laws, rules and regulations, which govern or apply to the Work rendered by Contractor hereunder, or to the wages paid by Contractor to its employees. Contractor shall procure and keep in force during the term of this Contract all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for Contractor to render its Work hereunder, and shall deliver proof of all necessary licenses, registrations, certificates, permits, and other authorizations to Owners within five (5) calendar days of written request by Owner for such documents.

1.5 Contractor's Obligation To Repair Damaged Property; Personal Property. Contractor agrees to promptly repair, at its sole cost and expense and in a manner acceptable to the Owner, any damage caused by the negligent acts or omissions of Contractor, its subcontractors, or any of their employees, to facilities operated or controlled by Owner or any third party to which the Owner is potentially liable or liable, or any improvements or property located thereon. If any damage is caused partially by negligent acts or omissions of the Owner or a third party for whom the Contractor is not responsible, all parties shall bear their proportional share of the repair costs based upon the parties' relative degree of fault. Contractor shall give Owner prompt written notice of any occurrence, incident, or accident occurring on or at the Project that causes, or threatens to cause, damage or loss to the Project or any property contained therein.

1.6 Non-Exclusive Rights. The rights granted to Contractor hereunder are non-exclusive, and Owner reserves the right to enter into agreements with other Contractors to perform professional services, including without limitation, any of the Work provided for herein.

1.7 Contractor Is Not Owner's Representative. Contractor is not authorized to act as Owner's representative hereunder and shall have no authority, express or implied, to act for or bind Owner hereunder.

1.8 Contractor's Cleaning Obligation. Contractor shall at all times keep the general area in which the Work is to be performed clean and free from waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Work, and shall continuously throughout the performance of the Work, remove and dispose of all such materials. Owner may require Contractor to comply with such standards, means and methods of cleanup, removal or disposal, as the Owner may make known to Contractor. In the event Contractor fails to keep the general area in which the Work is to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by Owner in undertaking such action against any Compensation then or thereafter due to the Contractor.

1.9 Safety. Contractor shall organize and operate its crews in a manner compatible with all insurance safety regulations, applicable law, Florida Department of Transportation Regulations and OSHA Requirements (collectively, the "**Requirements**"). Contractor shall provide all personal safety equipment, hard hats, tools and so forth (in accordance with the Requirements). Contractor shall also provide the necessary supervision and direction to ensure that all employees perform their activities in accordance with good safety practices. Contractor shall be responsible for any and all fines, damages and costs incurred by Owner caused by the failure of Contractor and any of Contractor's employees and subcontractors to conform to the Requirements.

2. OWNER'S RESPONSIBILITIES.

2.1 Furnishing Information and Instructions; Examination of Documents. Owner agrees to consult with Contractor regarding the Work to be rendered by Contractor hereunder, and to make available to Contractor information in Owner's possession concerning the Work to be performed hereunder as Contractor may reasonably request.

2.2 Owner's Representative. The Owner's Representative named in the Term Sheet or, in his or her absence, his or her designee, shall act as Owner's representative ("**Owner's Representative**") with

respect to the Work, shall transmit instructions, receive information and communicate Owner's policies and decisions to Contractor regarding such Work.

3. COMPENSATION AND EXPENSES.

3.1 Compensation. In consideration of the performance of the Work, Owner shall pay Contractor the amounts set forth in Exhibit "C". Each item of Work shall be paid for by Owner by payment of a lump sum amount as listed under the monthly fees for Work performed, as set forth in Exhibit "C". Exhibit "C" may also provide an upper limit on the payments to be made by Owner to Contractor for such Work as well as the amount of time necessary to accomplish such Work. Any increases in said costs and expenses incurred by Contractor in connection with the performance of the Work shall be borne solely by the Contractor.

3.2 as listed under the monthly fees. Any increases in said costs and expenses incurred by Contractor in connection with the performance of the Work shall be borne solely by the Contractor.

3.3 Date of Payment. Statements (as defined below) received by Owner by the Statement Cutoff Date specified in the Term Sheet shall be paid by Owner by the last day of the following month. Statements received by Owner after the Statement Cutoff Date shall be paid by the last day of the second month following receipt by Owner.

3.4 Form of Invoices. Contractor shall submit statements ("**Statements**") to Owner once each month for all Work rendered hereunder since the last monthly statement. Statements shall be in a form and with detail satisfactory to Owner and shall include the nature and amount of each expense, separated and identified as reasonably requested by Owner.

3.5 Objections to Statements. Owner shall notify Contractor of any objection to the amount of any statement, together with Owner's determination of the proper amount of such statement. The making of any willfully false statement by Contractor in a monthly statement shall be grounds for the termination by Owner of this Contract. Any notice of objection from Owner shall be accompanied by Owner's payment of any undisputed portion of such monthly statement. Any dispute over the proper amount of such monthly statement shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, Owner shall promptly pay Contractor the amount so determined, less any amounts previously paid by Owner with respect to such monthly statement. In the event it is determined that Owner has overpaid such monthly statement, Contractor shall promptly refund the amount of such overpayment to Owner. In the event that Owner and Contractor are still unable to reach a mutual agreement, the parties shall follow the dispute resolution process outlined in Section 12.8 hereof.

3.6 Final Payment. Within thirty (30) days after the Expiration Date (if this Contract is not renewed or extended) or date of earlier termination of this Contract as provided in Section 7 (both of such dates being referred to herein as the "**Termination Date**"), Owner shall make final payment, adjusted to reflect the portion of the Work completed as of the Termination Date, to Contractor, provided (i) Owner determines that Contractor has completed the Work in accordance with this Contract; (ii) Contractor submits a notarized Final Contractor's Affidavit; (iii) Contractor provides to Owner notarized Final Releases/Waivers of Lien from Contractor and all subcontractors and others with potential lien rights working for or on behalf of Contractor on the Project; and (iv) Contractor submits all documentation required for purposes of processing final payment, including but not limited to executed change orders (if any). The acceptance of final payment under this Contract, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands, liens, and causes of action whatsoever which Contractor may have against Owner relating to compensation for the Work.

3.7 Books and Records. Contractor shall maintain comprehensive books and records relating to any of the Work performed under this Contract, which shall be retained by Contractor for a period of at least four (4) years from and after completion of such Work. Owner shall have the right to audit, or cause to be audited, such books and records at all reasonable times upon prior notice to Contractor. The

provisions of this Section shall survive the expiration or earlier termination of this Contract.

4. INSURANCE.

The following coverage, terms and limits are minimum requirements (the "**Required Insurance**").

4.1 Commercial General Liability.

4.1.1 Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) with minimum limits of One Million Dollars ($1,000,000) per occurrence and $2,000,000 in the annual aggregate;

4.1.2 ISO or comparable Occurrence Form (Occurrence Form #CG0001-1093 or equivalent) (Modified Occurrence and Claims Made forms are not acceptable);

4.1.3 Bodily injury and property damage coverage;

4.1.4 A provision that such insurance afforded by the policy for the benefit of the Additional Insureds shall be primary and non-contributory to any insurance or self-insurance maintained by the Additional Insureds;

4.1.5 An endorsement affording thirty (30) days' prior notice to Owner by certified mail in the event of cancellation, non-renewal, modification or reduction in coverage. Any reference to "endeavor to", "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" or similar language in the cancellation notification portion of the certificate and/or endorsement must be deleted;

4.1.6 A deductible or self-insured retention of not more than Twenty-Five Thousand Dollars ($25,000);

4.1.7 If insurable by law, no exclusionary language or limitations relating to punitive or exemplary damages, fines or penalties;

4.1.8 No exclusionary language or limitations that are applicable to any Additional Insured that are not applicable to the named insured;

4.1.9 A provision that defense costs and costs of procuring and posting supersedes or other bonds are paid in addition to and do not deplete any policy limits.

4.2 Automobile Liability.

4.2.1 Either One Million Dollars ($1,000,000) combined single limit for bodily injury or property damage or Two Hundred Thousand Dollars ($250,000) bodily injury per person/Five Hundred Thousand Dollars ($500,000) bodily injury per accident/One Hundred Thousand Dollars ($100,000) property damage;

4.2.2 Owned, non-owned and hired vehicles (commercial policies only); and

4.2.3 Thirty (30) days' notice of cancellation by certified mail (commercial policies only).

4.3 Workers' Compensation/Employer's Liability.

4.3.1 Bodily injury limits as required by statute;

4.3.2 Employer's Liability:

4.3.2(a) Bodily injury by accident - $100,000 each accident

4.3.2(b) Bodily injury by disease - $500,000 policy limit

4.3.2(c) Bodily injury by disease - $100,000 each employee

4.3.3 Waiver of subrogation for Owner and the owner of the Project if other than Owner (in each case to the full extent permitted by law);

4.3.4 If leased employees are used, issuance of an Alternate Employer's Endorsement; and

4.3.5 Thirty (30) days' notice of cancellation by certified mail.

4.4 Errors and Omissions. Intentionally deleted.

4.5 Insurer Qualifications. Insurance carriers must have a "Best's Rating" and a "Financial Size Category" of not less than B(VIII) as set forth in the most current edition of Best's Key Rating Guide. Insurance carriers must be admitted in the State of Florida.

4.6 Additional Insured's. Required Insurance (except Workers' Compensation/Employer's Liability insurance as required above) shall name the following as additional insureds (the "Additional Insureds"): (i) Baldwin Park Residential Association, Inc.; (ii) Baldwin Park Joint Committee, Inc.; (iii) Baldwin Park Commercial Association, Inc., and (ii) all affiliates, members, partners, shareholders, officers, directors, agents and employees of any of the foregoing.

4.7 Delivery of Required Insurance. Concurrently with the execution of this Contract and prior to commencing Work on the Project, Contractor shall provide to the Owner, certificates of insurance evidencing the Required Insurance and naming the Additional Insured's (each a "**Certificate of Insurance**"). Contractor shall use reasonable efforts to obtain their insurance underwriter's consent to the deletion of any provision on the face of any Certificate of Insurance provided by Contractor that states anything to the effect that the Certificate of Insurance does not confer rights to insurance upon Owner; and Contractor shall request such deletion as a provision of Contractor's contract with any third party for which insurance is required. If deletion of such language from a Certificate of Insurance is not available, Owner may require delivery of original insurance policies or endorsements confirming that the Required Insurance has been obtained as a condition of making any payment to Contractor. CONTRACTOR SHALL NOT COMMENCE OR BE PAID FOR ANY WORK UNLESS AND UNTIL INSURANCE DOCUMENTATION PROPERLY COMPLETED AND EXECUTED HAS BEEN DELIVERED TO OWNER.

4.8 No Limitation of Liability. The insurance requirements set forth herein shall in no way limit Contractor's liability arising out of the Work performed under this Contract or related activities (including liability under the indemnification provisions of this Contract or under any other provisions of this Contract or at law). The inclusions, coverage and limits set forth herein are minimum inclusions, coverage and limits. The required minimum policy limits shall not be construed as a limitation of Owner's rights under any policy with higher limits, and no policy maintained by Contractor shall be endorsed to include such a limitation. Nothing contained herein shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

4.9 Cancellation. Contractor shall immediately notify (or cause its insurers or insurance broker to notify) Owner of receipt by Contractor of any notice of pending or actual cancellation or rescission received from an insurance carrier referring to or relating to a policy which names Contractor, its parent, subsidiary or affiliated companies or their officers, directors or employees as insured's or

which may otherwise impact the ability of Contractor to fully perform its obligations hereunder (including, without limitation, the indemnity obligations of Contractor set forth in this Contract).

5. INDEMNIFICATION.

5.1 Contractor hereby agrees to indemnify, defend, and hold Owner,, and their officers, directors, agents, representatives, employees, partners, members and affiliates (the "**Indemnified Parties**"), harmless from those liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and costs incurred by any of the Indemnified Parties, caused by the negligent acts or omissions, recklessness, or wrongful misconduct of Contractor or any of its subcontractors, and all other persons and entities employed or utilized by the Contractor in the performance of this Contract or arising out of a breach by Contractor or any of its subcontractors or any other persons employed or utilized by Contractor in the performance of this Contract, including but not limited to the provisions of Sections 6 and 8 below. The provisions of this Section shall survive the expiration or earlier termination of this Contract.

6. CONFIDENTIALITY.

6.1 There shall be no signage identifying Contractor or any of its subcontractors placed on any portion of the Project except such signage as is expressly approved by the Owner in advance and in writing. Further, there shall be no press or news releases to the media, broadcast or other publicity, publication or display of advertising or promotional materials (together, "**Publicity**") concerning the Project or Contractor's or a subcontractor's involvement or work thereon without the express prior approval of the Owner, which approval may be given or denied in Owner's sole and absolute discretion. In addition, Contractor acknowledges that, in connection with the Project, information may or will be disclosed to Contractor concerning the Project and concerning Owner and/or the Developer-Related Entities which is proprietary and confidential and encompasses trade secrets and other private and confidential matters. Such information includes, without limitation, information concerning present or proposed projects, marketing, marketing plans, programming, budgets, trade secrets, operating guidelines and procedures, customers and customer lists, names, logos, mascots and other private and confidential matters in any related agreements, correspondence, computer files or other documents (collectively, the "**Proprietary Information**"). Contractor shall strictly maintain the confidentiality of, not disclose or use, any Proprietary Information. Contractor agrees not to knowingly divulge, furnish or make available to any third person, firm or organization any of the Proprietary Information, unless required in the course of judicial or legislative proceedings where such Proprietary Information has been properly subpoenaed. A breach of this Section 6 shall give rise to a duty of Contractor to indemnify the Indemnified Parties as set forth in Section 5 above. The provisions of this Section shall survive the expiration or earlier termination of this Contract.

7. TERMINATION.

7.1 Termination-Default by Contractor. This Contract, and all Exhibits and Amendments thereto, may be terminated in whole or in part by Owner if Contractor defaults or persistently fails or neglects to carry out the Work in accordance with this Contract or fails to perform a material provision of this Contract. If Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of credits, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to its subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of Owner, or if Contractor should otherwise be guilty of a violation of, or in default under, any provisions of this Contract, then, in such event, the Owner shall give seven (7) calendar days' written notice to Contractor to cure the default. In the event that Contractor fails to cure, or to take reasonable and substantial steps toward curing such default, within seven (7) calendar days, then, without the necessity of further notice, and without prejudice to any other remedy, Owner may terminate this Contract and finish the Work by whatever method the Owner deems reasonable and expedient under the circumstances. In the event that the cost of correction exceeds the unpaid portion of

the total Contract Sum provided for in this Contract, then Contractor shall pay to Owner the difference. Notwithstanding the foregoing, Owner shall not be required to give seven (7) calendar days' notice and an opportunity to cure substantially similar events of default which occur more than twice in any twelve (12) months period, and on the third similar occurrence within twelve (12) months, Owner may immediately terminate this Contract without allowing any time to cure such default.

7.2 Termination-Default by Owner. Except as specified below, if the Owner fails to make payment specified in this Contract for a period of thirty (30) calendar days after payment is due hereunder, then the Contractor shall give seven (7) calendar days' written notice to the Owner to cure the default. In the event that Owner fails to cure, or to take reasonable and substantial steps toward curing such default, within seven (7) calendar days, then the Contractor may terminate this Contract and recover for all completed Work. Notwithstanding the foregoing, Contractor shall not be required to give seven (7) calendar days' notice and an opportunity to cure substantially similar events of default which occur more than twice in any twelve (12) months period, and on the third similar occurrence within twelve (12) months, Contractor may immediately terminate this Contract without allowing any time to cure such default.

7.3 Termination - Convenience. This Contract may be terminated in whole or in part in writing by Owner for its convenience; provided, however, that Contractor shall be given not less than thirty (30) days' written notice of Owner's intent to terminate. In the event of such termination, Contractor shall be paid in full for all Work performed as of the effective date of the termination.

7.4 Discontinuation of Work. Upon the expiration of the cure period following the issuance of a notice of default or upon the receipt of a notice of intent to terminate, Contractor shall: (1) promptly discontinue all Work affected (unless Owner directs otherwise); and (2) deliver or otherwise make available to Owner all data, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been accumulated by Contractor or its subcontractors in performing Work under this Contract, whether completed or in process.

7.5 Owner's Right to Complete Post - Termination Work. Upon termination, Owner may take over the Work and perform the Work to completion by agreement with another party or otherwise. In doing so, the Owner shall not waive any rights it may have to pursue any and all remedies it may have against Contractor.

8. LIENS.

In the event that any subcontractor or other person or entity hired or retained by Contractor shall file any lien against the Project, or any part thereof, then Contractor shall, within ten (10) calendar days of its receipt of a copy of the lien or notice of the existence of the lien, cause such lien to be released, discharged, satisfied, or bonded off, and Contractor shall indemnify, defend, and hold harmless The Indemnified Parties against any and all liens, claims, suits, demands, losses, damages, expenses, judgments and costs, including, but not limited to, all attorneys' fees and costs, resulting from such lien. The Indemnified Parties may, at any time, pay and discharge such lien or claim and deduct the amount so paid, together with costs, attorneys' fees and related expenses from any payment then due or thereafter to become due to Contractor, including, but not limited to, issuing joint payee checks payable to the Contractor and the lien claimant. If any lien or claim remains unsatisfied after final payment has been made, Contractor shall promptly pay to the appropriate Indemnified Party the entire sum that such Indemnified Party may be compelled to pay in discharging such lien or claim, together with all costs, attorneys' fees and related expenses incurred by the Indemnified Parties.

9. NOTICES.

All notices required or desired to be given under this Contract shall be in writing and shall be deemed given when either delivered personally or deposited in the United States mail, certified mail,

postage prepaid, return receipt requested, to the parties at the following addresses, or such other addresses as hereinafter indicated by appropriate written notice:

If to Owner:	Urban Orlando CDD c/o Inframark IMS 313 Campus St Celebration, Florida 34747 Attn: Michael Perez (407) 705-8468
with a copy to:	Erin Gilreath c/o Sentry Management 2180 W SR 434 Suite 5000 Longwood, Florida 32779
If to Contractor:	At the address set forth in the Term Sheet

10. ASSIGNMENT.

This Contract is for the personal services of Contractor and may not be assigned, transferred, encumbered, or disposed or assigned by Contractor without the prior written consent of Owner, which consent Owner may withhold in its sole and absolute discretion. Any attempted assignment sublease, transfer, encumbrance or other disposal without such consent shall be void and shall constitute a material default and breach of this Contract. Owner retains the right to assign all or any portion of this Contract at any time.

11. SUBCONTRACTORS.

If Contractor desires to employ subcontractors and/or consultants in connection with the performance of the Work hereunder:

11.1 Nothing contained in this Contract shall create any contractual relationship between Owner and any subcontractor or consultants.

11.2 Contractor shall coordinate the services of any subcontractors and consultants, shall remain fully responsible under the terms of this Contract, and Contractor shall be and remain responsible for the quality, timeliness and coordination of all Work performed by Contractor, its subcontractors and its consultants.

11.3 All subcontracts shall be written. Each subcontract shall contain a reference to this Contract and shall incorporate the terms and conditions of this Contract to the full extent applicable to the portion of the Work covered thereby. Each subcontractor and consultant must agree, for the benefit of Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Work.

11.4 Contractor shall submit the qualifications of such subcontractors and consultants for Owner's acceptance prior to any such subcontractor or consultant commencing services on the Project. Owner retains the absolute right to disapprove any such subcontractor or consultant.

12. MISCELLANEOUS.

12.1 Choice of Law. This Contract shall be construed and governed in accordance with the laws of the State of Florida.

12.2 Venue. The sole and exclusive venue for any legal or equitable proceedings arising out of or relating to this Contract shall be in Orange County, Florida.

12.3 Partial Invalidity. In the event any term or provision of this Contract be determined by appropriate legal or other authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Contract shall be construed to be in full force and effect.

12.4 Attorneys' Fees. In the event of any litigation or other legal proceedings between the parties to this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and court costs, including any and all attorneys' fees and costs incurred in appellate proceedings and any and all attorneys' fees and costs incurred in litigating or otherwise determining the entitlement to and amount of attorneys' fees and costs. The provisions of this Section shall survive the expiration or earlier termination of this Contract.

12.5 Entire Agreement. This Contract constitutes the entire understanding and agreement between the parties and may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Contract shall be binding upon the parties hereto and the parties' respective successors, heirs and assigns.

12.6 Waiver. Any failure by Owner to require strict compliance with any provision of this Contract shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

12.7 Arm's Length Agreement. Contractor declares that Contractor has read and understands all parts of this Contract. The parties acknowledge and agree that this Contract has been negotiated "at arm's length" by and between Owner and Contractor, each having the opportunity to be represented by legal counsel of their choice and to negotiate the form and substance of this Contract and no presumption for or against either party shall be drawn from which party drafted and negotiated this Contract.

12.8 Dispute Resolution Process. Owner and Contractor shall submit all unresolved claims, counterclaims, disputes, disagreements, controversies, and other matters in question arising out of or relating to this Contract, the interpretation thereof, the performance thereof, or the breach thereof (each a "**Dispute**" and, together, the "**Disputes**"), to mediation prior to either party initiating any litigation or other legal proceedings against the other. Owner and Contractor shall agree in writing as to the identity of the mediator and the rules and procedures of the mediation. If Owner and Contractor cannot agree, the Disputes shall be submitted to mediation under the then-current Commercial Mediation Rules of the American Arbitration Association. Notwithstanding the foregoing, if any Dispute is not resolved within thirty (30) days of the date on which either party first notifies the other party of their intent to submit such Dispute to mediation, either party shall thereafter be free to exercise any rights available to such party under this Contract, or at law or in equity, and to discontinue any further mediation efforts.

12.9 Execution. This Contract may be executed in multiple counterparts, and counterparts of the signature page may be combined to create a document binding on all of the parties and together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission or by electronic mail transmission, and a fax or electronically scanned signature shall have the same force and effect as an original signature.

12.10 Relationship of Trust. The Contractor accepts the relationship of trust, confidence and fiduciary duty established between Contractor and Association by this Contract. Contractor agrees to furnish efficient business administration and supervision and to furnish at all times an adequate supply of workmen and materials, and to perform the work in the best way and in the most expeditious and economical manner consistent with the best interests of the Association.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have caused this Contract to be executed and their corporate seals to be affixed hereto, effective as of the day of year first above written.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

OWNER:

URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name:
Title: Board Chair
Date: _____

_____
Print Name: _____

_____
Print Name: _____

By: _____
Name:
Title: Secretary
Date: _____

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

CONTRACTOR:

DRS CONSTRUCTION OF CENTRAL FLORIDA, INC

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

GROUNDS MAINTENANCE DESCRIPTION OF WORK

Owner and Contractor agree that Contractor shall provide the Work set forth below to the areas located in Exhibit "E" of the attachment for Units 1, 2, 4, 6, 8, 9, 9A, & 10 within Urban Orlando CDD, Baldwin Park, City of Orlando, Florida as shown on the plan attached hereto as Exhibit "E". Collectively, the areas included in this agreement are described as the "Maintenance Area". The Work, specifically designated herein shall govern and supersede, to the extent of any conflict, all prior negotiations, representations or agreements, either written or oral. Any modification to the Description of Work is invalid unless in writing and signed by both Owner and Contractor.

1. PROJECT SCOPE

Contractor shall perform Maintenance services to the Maintenance Area generally to include, but not limited to, pressure washing, painting, and minor wall repairs.

2. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

The Contractor shall meet the requirements and follow the procedures associated with all items set forth in the Contract and in this Description of Work.

2.1 Operation Procedures

Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the Owner. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the Owner. The Owner may also direct additional time for work to be performed due to poor weather conditions or failure of Contractor to meet specified performance standards. The Owner will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Contractor's and its employees' personnel vehicles will be parked only in areas designated by the Owner.

2.2 Key Personnel

2.2.1 All Work shall be managed and/or directed by key personnel identified by the in the Bid Service Contract Term Sheet. Any changes in the assigned key personnel shall be subject to approval by the Owner. A monthly labor roster showing names and hours worked shall be provided to the Owner upon request. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the maintenance and technical services performed under this contract.

2.2.2 Contractor shall provide one (1) Project Manager who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (beeper or cellular phone) and shall respond to such calls within twenty minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this daily schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled service requests by Owner. The Project Manager will be responsible for weekly inspections of all service areas with or without a representative of the Owner to

evaluate the job performance. Additionally, the Project Manager and Owner will inspect at least one service area per week and record findings, action required and timeline for correction. The Project Manager may also be required to attend a daytime CDD Board meeting not more than one time per quarter. The Project Manager must have one staff member available on the property or within fifteen (15) minutes from the property during Property Owners Association (POA) office hours. One staff member must check in daily with the POA office and provide a means of contact.

2.3 Personnel Dress Code

Contractor shall ensure that its employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is unsightly for any reason, shall be strictly prohibited. Attire must be in good condition with no tears or rips. Contractor personnel shall wear shirts with sleeves at all times and shall wear footwear that conforms to safe work practices.

2.4 Personnel Conduct

Contractor shall enforce strict discipline and good order among its employees on the Project site. Contractor shall ensure that its employees communicate and interact with the Baldwin Park community in a professional manner.

2.5 Safety Program

2.5.1 Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

2.5.2 The Contractor shall comply with all State of Florida, federal and local regulations, rules and orders, as they pertain to occupational safety and health, safe operations and security.

2.5.3 Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to items necessary to protect its employees and the general public, if applicable.

2.6 Quality Control

The Owner will have the right, at any stage of the operation, to reject any or all of the Contractor's Services and materials, which in the Owner’s opinion does not meet the requirements of these specifications. Any other UOCDD items damaged due to Contractor’s negligence shall be repaired or replaced as directed by the Owner at the Contractor’s own expense. All repairs and replacements shall also occur within two (2) weeks of the Contractor observing the damage or notice from the Owner whichever is earlier.

The Contractor will meet weekly with owner/representative and make walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments as directed by the Owner, during these

site visits. A monthly Maintenance Report shall be generated by the Contractor and submitted to the Owner outlining potential problem areas and the Contractor's proposed corrective action, upcoming work, coordination, scheduling, etc. The Contractor shall provide the Owner with a weekly updated maintenance log addressing all activities occurring in that week.

3. COORDINATION

3.1 General Coordination

3.1.1 If requested by the Owner, the Contractor shall meet with the Owner and its separate consultants as appropriate, on a monthly basis. Those meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other maintenance related issues deemed appropriate by the Owner or the Contractor. Owner shall provide the meeting location.

Contractor’s coordination of the general maintenance within the UOCDD is considered one of the many critical development activities. Further, coordination of those efforts with all parties involved, or those with a 'need-to-know' is crucial to the success of the Project. While all parties involved with the UOCDD Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Agent
- CDD District Manager
- City of Orlando
- Baldwin Park Residential Owners Association
- Baldwin Park Commercial Owners Association
- Owners of property adjacent to the Maintenance Areas.

4. OPERATIONS AND MAINTENANCE

EXHIBIT "A-1" MAINTENANCE EXHBIT

4.2.1 DETAILED BREAKDOWN

Year 1 (2026/27)	Sidewalk PW	Wall PW	Painting	Repair/Spot Treat	PW	Misc.		**PROPOSAL AMOUNT**
Bennett/Corrine Dr (#6028)	x						One-time fee	$6,500.00
Glenridge Rd/Middle School (#6018)	x	x					One-time fee	$945.00
OUC Wall (# 6014)		x	x	x			One-time fee	$3,250.00
Pond 31 (# 6010)	x						One-time fee	$1,995.00
Neighborhood Business District (# 6009)	x						One-time fee	$6,250.00
Pond 34, Pond 24, Pond 16 (# 6007)	x	x					One-time fee	$7,750.00
Bennett/Corrine Dr (# 6006)		x					One-time fee	$10,139.00
Monument Signs (# 6005)					x		One-time fee	$3,625.00
Village Center Fountain (# 6003)		x	x	x			One-time fee	$1,595.00
Bennett Park (# 6001)					x		One-time fee	$2,750.00
Pond 14 (#6000)	x	x			x		One-time fee	$6,500.00
Pond 16 (# 6027)			x	x			One-time fee	$2,400.00
Pond 14 Lights Install (# 5999)						x	One-time fee	$1,495.00
Pond 14 Lights Removal (#6008)						x	One-time fee	$695.00
							TOTAL FEE – 2026/27:	**$55,889.00**

EXHIBIT "B"

SCHEDULE

Begin Scheduled Maintenance: October 1, 2026

Complete Services: September 31, 2027

EXHIBIT "C"

COMPENSATION

Description	**Quantity**	**Fees**	**Total**
See Exhibit A-1	12 Months		$55,889.00
2026/27 Budget Year			$55,889.00

EXHIBIT "D"

CHANGE DIRECTIVE NO. _____

Contract No.: **Contract Description:**	**Date:**
Project: Urban Orlando Community Development District	
Description of Change/Additional Services:	
Contractor:	**Owner: UOCDD** **1913 Meeting Place** **Orlando, FL. 32814**

Additional/Change in Scope of Services:

List Work to be Done Here

Attachments: **Fee Summary**

Pursuant to Section 1.1 of the above referenced Service Contract, you are hereby directed to proceed to perform the above-described Scope of Services as indicated below. All services shall be accomplished in accordance with the Service Contract. The implementation of all services now in process must be coordinated with the proposed revised conditions associated with this Directive.

Exhibit "E" (Map)

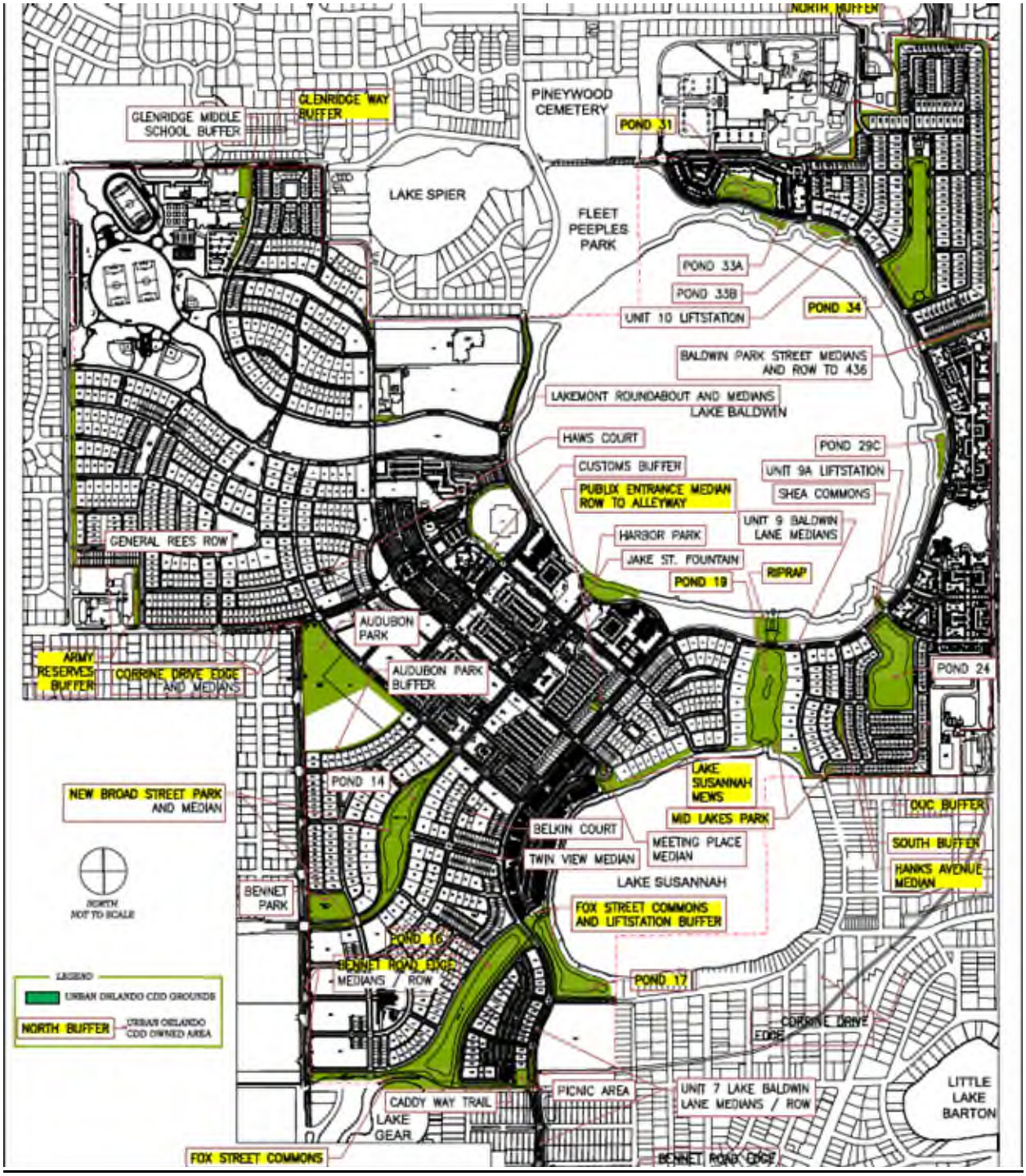


Exhibit “F” (Proposals)

DRS Construction Of Central
Florida Inc.
324 Dublin Dr
Lake Mary, FL 32746 USA
+14075456448
C.NUNLEY.DRS@GMAIL.COM
www.drsconstructionofcentralfl.com

DRS INC

Estimate

ADDRESS	ESTIMATE # 6028
Urban Orlando CDD	DATE 05/03/2026
1913 Meeting Place	EXPIRATION 05/31/2026
Orlando, Fl 32814	DATE

SERVICE AREA	REP	LOCATION
Cdd	CN	Bennett/Corrine

ACTIVITY	QTY	RATE	AMOUNT
Repairs Pressure wash all sidwalks in front of houses on Corrine Dr. Water will have to be utilized by hydrant or mobile water truck Completion 3-4 Days Mot will need used by DRS for sidewalk closures	1	3,250.00	3,250.00
Repairs Pressure wash all sidwalks in front of houses on Bennett Rd. Water will have to be utilized by hydrant or mobile water truck Completion 3-4 Days Mot will need used by DRS for sidewalk closures	1	3,250.00	3,250.00
Price includes all labor and materials, mot set up, water 50% due at contract signing, final due upon completion Notices will be placed on doors by DRS			

Every other year

TOTAL	**$6,500.00**

Accepted By

Accepted Date

DRS Construction Of Central Florida Inc.

324 Dublin Dr

Lake Mary, FL 32746 USA

+14075456448

C.NUNLEY.DRS@GMAIL.COM

www.drsconstructionofcentralfl.com

DRS INC

Estimate

ADDRESS

Bill Patterson

Urban Orlando CDD

1913 Meeting Place

Orlando, Fl 32814

ESTIMATE # 6018

DATE 04/12/2026

EXPIRATION DATE 05/31/2026

SERVICE AREA	REP	LOCATION
CDD	CN	Glenridge

ACTIVITY	QTY	RATE	AMOUNT
Pressure Washing Side Walks 1x/year Pressure wash sidewalks	1	125.00	125.00
Pressure Washing Every other year Pressure wall and top caps, glenridge and upper park	1	225.00	225.00
Painting Every other year Repaint wall and top caps	1	595.00	595.00

TOTAL **$945.00**

Accepted By

Accepted Date

Every other year

DRS Construction Of Central

Florida Inc.

324 Dublin Dr

Lake Mary, FL 32746 USA

+14075456448

C.NUNLEY.DRS@GMAIL.COM

www.drsconstructionofcentralfl.com

DRS INC

Estimate

ADDRESS

Orlando CDD

Urban Orlando CDD

1913 Meeting Place

Orlando, Fl 32814

ESTIMATE # 6014

DATE 04/12/2026

EXPIRATION DATE 05/31/2026

SERVICE AREA	REP	LOCATION
CDD	CN	Penway

ACTIVITY	QTY	RATE	AMOUNT
Painting Pressure wash wall, repair brick caps and repaint wall	1	3,250.00	3,250.00

TOTAL **$3,250.00**

Accepted By

Accepted Date

Every other year - 2026/27, 2028/29, etc.

DRS Construction Of Central Florida Inc.
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Lake Mary, FL 32746 USA
+14075456448
C.NUNLEY.DRS@GMAIL.COM
www.drsconstructionofcentralfl.com

DRS INC

Estimate

ADDRESS
Orlando CDD
Urban Orlando CDD
1913 Meeting Place
Orlando, Fl 32814

ESTIMATE # 6010
DATE 04/12/2026
EXPIRATION DATE 05/31/2026

SERVICE AREA	REP	LOCATION
CDD	CN	Pond 31

ACTIVITY	QTY	RATE	AMOUNT
Pressure Washing Side Walks Pressure sidewalks around pond 31, hydrant meter will need to be used, includes walls. Westminster	1	1,995.00	1,995.00

TOTAL **$1,995.00**

Accepted By

Accepted Date

1x/year

DRS Construction Of Central Florida Inc.

324 Dublin Dr

Lake Mary, FL 32746 USA

+14075456448

C.NUNLEY.DRS@GMAIL.COM

www.drsconstructionofcentralfl.com

DRS INC

Estimate

ADDRESS

Bill Patterson

Urban Orlando CDD

1913 Meeting Place

Orlando, Fl 32814

ESTIMATE # 6009

DATE 04/12/2026

EXPIRATION DATE 05/31/2026

SERVICE AREA	REP	LOCATION
Cdd	CN	Business area

ACTIVITY	QTY	RATE	AMOUNT
Pressure Washing Side Walks Pressure wash sidewalks on highlighted map, a hydrant meter will need to be used Quick connects are not close enough for pressure	1	6,250.00	6,250.00

TOTAL **$6,250.00**

Accepted By

Accepted Date

1x/year

DRS Construction Of Central

Florida Inc.

324 Dublin Dr

Lake Mary, FL 32746 USA

+14075456448

C.NUNLEY.DRS@GMAIL.COM

www.drsconstructionofcentralfl.com

DRS INC

Estimate

ADDRESS

Orlando CDD

Urban Orlando CDD

1913 Meeting Place

Orlando, Fl 32814

ESTIMATE # 6007

DATE 04/12/2026

SERVICE AREA	REP	LOCATION
CDD	CN	Various

ACTIVITY	QTY	RATE	AMOUNT
Pressure Washing Side Walks Pressure wash walk around High Park Pond as well as wall	1	2,750.00	2,750.00
Pressure Washing Side Walks Pressure wash walks around pond 24	1	2,500.00	2,500.00
Pressure Washing Side Walks Pressure wash walks and walls around pond 16 All pressure washed using hydrant meter	1	2,500.00	2,500.00

Thank you for the opportunity to provide an estimate.

TOTAL **$7,750.00**

Accepted By

Accepted Date

1x/year

DRS Construction Of Central

Florida Inc.

324 Dublin Dr

Lake Mary, FL 32746 USA

+14075456448

C.NUNLEY.DRS@GMAIL.COM

www.drsconstructionofcentralfl.com

DRS INC

Estimate

ADDRESS

Urban Orlando CDD

1913 Meeting Place

Orlando, Fl 32814

ESTIMATE # 6006

DATE 04/12/2026

EXPIRATION 05/31/2026

DATE

SERVICE AREA	REP	LOCATION
Cdd	CN	Bennett/Corrine

ACTIVITY	QTY	RATE	AMOUNT
Repairs Pressure wash all brick walls in front of houses on Corrine Dr, repair bricks as needed. Water will have to be utilized by hydrant or mobile water truck Completion 3-4 Days Mot will need used by DRS for sidewalk closures	1	4,250.00	4,250.00
Repairs Pressure wash all brick walls in front of houses on Bennett Rd, repair bricks as needed. Water will have to be utilized by hydrant or mobile water truck Completion 3-4 Days Mot will need used by DRS for sidewalk closures Price includes all labor and materials, mot set up, water 50% due at contract signing, final due upon completion Notices will be placed on doors by DRS	1	5,889.00	5,889.00

TOTAL **$10,139.00**

Accepted By

Accepted Date

Every other year

DRS Construction Of Central Florida Inc.
324 Dublin Dr
Lake Mary, FL 32746 USA
+14075456448
C.NUNLEY.DRS@GMAIL.COM
www.drsconstructionofcentralfl.com

DRS INC

Estimate

ADDRESS
Orlando CDD
Urban Orlando CDD
1913 Meeting Place
Orlando, Fl 32814

ESTIMATE # 6005
DATE 04/12/2026
EXPIRATION DATE 05/31/2026

SERVICE AREA	REP	LOCATION
CDD	CN	Various

ACTIVITY	QTY	RATE	AMOUNT
Pressure Washing Side Walks Pressure wash 5 monument signs small brick walls and small brick columns. Located at lakemont, Corinne, new broadstreet, North End of lake Baldwin lane, South end of lake Baldwin lane. No water connections available we will have to tank in water or connect to hydrant.	5	725.00	3,625.00

TOTAL **$3,625.00**

Accepted By

Accepted Date

1x/year

DRS Construction Of Central
Florida Inc.
324 Dublin Dr
Lake Mary, FL 32746 USA
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C.NUNLEY.DRS@GMAIL.COM
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DRS INC

Estimate

ADDRESS
Orlando CDD
Urban Orlando CDD
1913 Meeting Place
Orlando, Fl 32814

ESTIMATE # 6003
DATE 04/12/2026
EXPIRATION DATE 05/31/2026

SERVICE AREA	REP	LOCATION
CDD	CN	Harbor Fountain

ACTIVITY	QTY	RATE	AMOUNT
Repairs Pressure wash bottom of fountain walls, repair areas, repaint vents, repaint	1	1,595.00	1,595.00

Thank you for the opportunity to provide an estimate.

TOTAL $1,595.00

Accepted By

Accepted Date

1x/year

DRS Construction Of Central Florida Inc.

324 Dublin Dr

Lake Mary, FL 32746 USA

+14075456448

C.NUNLEY.DRS@GMAIL.COM

www.drsconstructionofcentralfl.com

DRS INC

Estimate

ADDRESS

Bill Patterson

Urban Orlando CDD

1913 Meeting Place

Orlando, Fl 32814

ESTIMATE # 6001

DATE 04/12/2026

EXPIRATION DATE 05/31/2026

SERVICE AREA	REP	LOCATION
CDD	CN	Bennette Park

ACTIVITY	QTY	RATE	AMOUNT
Pressure Washing Pressure wash pergola, tables and sidewalks at Bennette Park, water will be used from hydrant	1	2,750.00	2,750.00

TOTAL **$2,750.00**

Accepted By

Accepted Date

1x/year

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324 Dublin Dr

Lake Mary, FL 32746 USA

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www.drsconstructionofcentralfl.com

DRS INC

Estimate

ADDRESS

Orlando CDD

Urban Orlando CDD

1913 Meeting Place

Orlando, Fl 32814

ESTIMATE # 6000

DATE 04/12/2026

EXPIRATION DATE 05/31/2026

SERVICE AREA	REP	LOCATION
CDD	CN	NB Pond

ACTIVITY	QTY	RATE	AMOUNT
Pressure Washing Side Walks Pressure wash all walls, bridge, under bridge fountain, pergola and all sidewalks. Boat will be used for under bridge Price includes all walls, on land and in water (under bridge), fountain walls and steps as well as top caps on fountain. Water used by hydrant (OUC) Mot for sidewalks due to hydrant use Use of boat, caution will be used with all plant materials (boat does not have a motor) Fountain is completed by wading into water on the tiers 5 men 3 days labor 8-10 hrs per day	1	6,500.00	6,500.00

Thank you for the opportunity to provide an estimate.

TOTAL **$6,500.00**

1x/year

DRS Construction Of Central
Florida Inc.
324 Dublin Dr
Lake Mary, FL 32746 USA
+14075456448
C.NUNLEY.DRS@GMAIL.COM
www.drsconstructionofcentralfl.com

DRS INC

Estimate

ADDRESS
Orlando CDD
Urban Orlando CDD
1913 Meeting Place
Orlando, Fl 32814

ESTIMATE # 6027
DATE 05/03/2026

SERVICE AREA	REP	LOCATION
CDD	CN	Pond 16

ACTIVITY	QTY	RATE	AMOUNT
Painting Spot treat rust areas with alto rust, repaint all metal railing around pond area	1	2,450.00	2,450.00

TOTAL **$2,450.00**

Accepted By

Accepted Date

DRS Construction Of Central Florida Inc.

324 Dublin Dr

Lake Mary, FL 32746 USA

+14075456448

C.NUNLEY.DRS@GMAIL.COM

www.drsconstructionofcentralfl.com

DRS INC

Estimate

ADDRESS

Bill Patterson

Urban Orlando CDD

1913 Meeting Place

Orlando, Fl 32814

ESTIMATE # 5999

DATE 04/12/2026

EXPIRATION DATE 05/31/2026

SERVICE AREA	REP	LOCATION
CDD	CN	New Broad Fountain

ACTIVITY	QTY	RATE	AMOUNT
Repairs Test all lights, Install Holiday lights on Bridge and Pergola Area	1	1,495.00	1,495.00

TOTAL **$1,495.00**

Accepted By

Accepted Date

1x/year

DRS Construction Of Central Florida Inc.
324 Dublin Dr
Lake Mary, FL 32746 USA
+14075456448
C.NUNLEY.DRS@GMAIL.COM
www.drsconstructionofcentralfl.com

DRS INC

Estimate

ADDRESS
Orlando CDD
Urban Orlando CDD
1913 Meeting Place
Orlando, Fl 32814

ESTIMATE # 6008
DATE 04/12/2026
EXPIRATION DATE 05/31/2026

SERVICE AREA	REP	LOCATION
CDD	CN	New Broad Fountain

ACTIVITY	QTY	RATE	AMOUNT
Repairs Remove all lights from bridge and pergola	1	695.00	695.00

TOTAL **$695.00**

Accepted By

Accepted Date

1x/year

CONTRACTOR'S INTERIM AFFIDAVIT

From:

To:

The undersigned, being duly sworn, upon his/her oath deposes and says:

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.

2. That this Affidavit is made with respect to Contract No. _____, dated _____, for _____.

3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.

4. That the Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to, or claimed by, all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of lien through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

Contractor: _____

By: _____

_____
Print Name/Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

_____
NOTARY PUBLIC
Name of Notary Public Printed: _____
Notary Public Commission No.: _____

CONTRACTOR'S INTERIM AFFIDAVIT

Date:

From:

To:

Re: Contract No._____, dated _____, between and ____

_____.

The following are ALL the amounts due and owing to, or claimed by, all persons, firms, corporations and union welfare and benefit funds (if any) who have furnished services, labor, materials, equipment or supplies, with respect to the above-referenced Contract. All amounts represent the total amount due and owing, or claimed, as of the date hereof and any contested, claimed, or unissued credits are specifically noted next to the amounts due and owing.

Name	Amount Due and Owing	Notes

Please initial:

_____ _____

Contractor Owner

Baldwin Park CDD Monthly Report for June 2026

July 31, 2026

Weather Summary for June 2026	
Total Rain	2.1
Lowest temperature	72
Highest temperature	98
Source: National Weather Service	

General Report

Specific Tasks completed within the Last 30 days

1)Performed Irrigation Inspections and provided proposals to fix issues found (on going)
2)Removed Debris (on going)
3)Treatement of Weeds in beds(on going)
4) Pond 19 plant material installation- Completed
5) Treated Ponds (on going)
6)Treated weeds in Turf
7) Removed Leaves
8) Fixed seveal Irrigation- Valve repairs
9) Lake Susannah, Pond 19 plant installation- Completed
10) Insect Control- Turf- Completed

Upcoming Tasks to be completed within the next 30 days

1)Treat ponds (on going) Reports Generated
2)Treat Beds for Weeds (on going)
3)Turf Weeds (Spot spray)
4)Monitor Insects in St Augustine
5)Monitor- one island- Turf LBL
6)Trim Crepe Myrtle suckers
7) New Annuals- Spray fugicide
8) Chinch Bug- treatment- All turf area.

Overall Landscape Comments

Our irrigation inpections will continue on all areas of the CDD. We are mowing weekly and bi-weekly mowing of bahia. Continue to remove trash and debris. Continue to be proactive with completing work orders. Several enhancement proposals have been submitted -North Buffer, BPS islands, Customs Buffer . We will continue to be proactive in reporting irrigation problems, liabilities issues and enhancement proposals. New annuals will be sprayed. Approved Proposals- North buffer, pond 34. Tree Trimming

New Broad Street	Monitor Turf Insects Trim Shrubs-Trim new growth on Fire Bush Removed Debris Spray weeds in beds Sprayed Turf Weeds Trim Sunshine Ligustrums
Bennett Road and Medians	Monitor Turf Insects Removed Debris and Trash Spray weeds in beds Trimmed Shrubs- remove vines Sprayed Turf Weeds
Audubon Buffer	Maintaine lower limbs Sprayed weeds in beds Removed Debris and Trash
TwinView Lane	Trimmed shrubs- Jasmine Hand pulled weeds in beds Removed Debris and Trash
Belkin Ct	Removed Debris Spray weeds in beds Trimmed Shrubs Removed Debris and Trash
Corrine Drive and Medians	Remove Debris and Trash- Trim all Crape Suckers Sprayed weeds in beds Hand pull weeds in Annual Beds Monitor Turf Insects Trimmed Shrubs Sprayed Turf Weeds

R.O.T.C Buffer/Alley

Sprayed beds
Removed debris
Trimmed Podocarpus- Completed

General Rees Buffer

Remove Debris
Spray weeds in beds
Removed small branchs
Monitor Turf Insects
Trim all Walter Viburnus Shrubs
Trim Fire bush- New growth

Haws Court

Sprayed beds
Hand pulled weeds in plant material
Trimmed Shrubs
Removed debris

Glenridge Middle School

Trim Shrubs-
Sprayed weeds in beds
Removed debris
Proposed New plant material -Corner Sign

Glenridge Buffer

Spray weeds in beds
Removed debris
Hand pulled weeds in plant material

Lakemont Medians

Spray weeds in beds and Round About
Hand pull Vines grown up in shrubs- Center Island
Trim Shrubs
Sprayed Turf Weeds

Customs Buffer

Removed debris
Spray tall weeds in beds
Trimmed Jasmine

Lake Susannah Mews	Monitor Turf Insects Sprayed weeds in beds Trim Walters Viburnums- Circle and bench area Sprayed Turf Weeds Trim Fire bush- new growth
Pond 19	Spray path around the pond Removed Debris Trimmed Shrubs Hand pulled weeds in beds
South Buffer	Remove debris Sprayed weeds in beds Remove tree limbs
OUC Buffer	Spray weeds in beds Removed debris Trim Shrubs
Hank Street Median	Trimmed shrubs Sprayed weeds in beds Hand pulled weeds in beds
Pond 24	Trimmed shrubs Removed debris Hand pull weeds in plant material Remove trash
Lift Station 9	Sprayed weeds in beds Trimmed shrubs
Pond 17	Spray Beds- under Crapes and Crack Weeds Removed debris Monitor Turf Insects Sprayed Turf Weeds

Lake Baldwin Unit 7

Remove crape suckers
Spray weeds in beds
Hand pulled weeds in beds
Sprayed Turf Weeds

Cady Way Trail

Trimmed shrubs
Sprayed weeds in beds
Removed tree limbs

Pond 16

Trim all new firebush growth down 18 inches- Completed
Spray weeds in beds
Monitor Turf Insects
Sprayed Turf Weeds

Pond 31

Trimmed Shrubs
Spray weeds in beds
Hand pulled weeds in beds

Lift Station Unit 10

Trim Shrubs
Sprayed weeds in beds

North Buffer

Trimmed shrubs
Spray weeds in beds
Removed Debris

Pond 34

Spray weeds in beds
Hand pulled weeds in beds
Trimmed Shrubs
Removed debris
Sprayed Turf Weeds

Lake Baldwin Ln 8-10

Trimmed shrubs
Pulled Vines
Sprayed weeds in beds
Monitor Turf Insects

Baldwin Park St.

Trimmed Shrubs
Spray weeds in beds
Removed Debris
Hand pull weeds

Harbor Park	Removed Debris off walkways Spray weeds in beds Hand pulled weeds in beds Sprayed Turf Weeds
Audubon Elementary	Removed Leaves Sprayed for weeds in beds Hand pulled weeds in beds
Bennett Park	Removed dead limbs Spray weeds in beds Removed Debris Hand pulled weeds in beds Trimmed Shrubs Monitor Turf Insects

2026 District Agent Budget Report

Item	Item #	Contractor	Project	Amount	SO #	Approval Date	Paid invoice #	Sent to Inframark	Comments/Description
Contracts Fountain			**FY 2026 Budget**	**$ 6,785.00**					Florida Water Features Fountain maintenance contracts: Jake St.
	19			$ 150.00			25286	7/7/56	NBS waterfalls
	20			$ 230.00			25287	7/7/26	Jake St fountain
	21			$ 150.00			25324	8/7/26	NBS waterfalls
	22			$ 230.00			25325	8/11/26	Jake St fountain
	23								
	24								
Total Encumbrance				**$ 4,180.00**					
Variance				**$ 2,605.00**					
Contracts - Security Service		OPD	**FY 2026 Budget**	**$ 380,000.00**	**Inv Date**				
	41			$ 6,910.08	7/20/26		376932		
	42			$ 6,788.20	7/22/26		377512		
	43			$ 6,964.08	7/28/26		380266		
	44			$ 6,892.08	8/4/26		382950		
	45			$ 6,782.57	8/11/26		385297		
Total Encumbrance				**$ 315,102.40**					
Variance				**$ 64,897.60**					
Contracts - Landscape		Brightview	Landscape Maintenance Contract	**$ 417,000.00**					BrightView contract
	10			$ 34,741.90			9837693	6/30/26	
	11			$ 34,741.90			9873254	7/28/26	
	12								
Total Encumbrance				**$ 382,160.90**					
Variance				**$ 34,839.10**					
R&M Electrical			**FY 2026 Budget**	**$ 3,500.00**					Misc. electrical repairs, bulbs, lamps etc.
	1	All States Lighting	Repair Damages from townhouse construction at unit 7 - will be reimbursed	$ 1,217.00			805578	1/22/26	
	2	All States Lighting	Repair 4 wall pack lights at the Pond 14 Falls	$ 1,167.80			805579	1/22/26	
Total Encumbrance				**$ 2,384.80**					
Variance				**$ 1,115.20**					
R&M Equipment			**FY 2026 Budget**	**$ 3,500.00**					pump motor repairs/replacements
	4	Florida Water Feature	Jake St filter motor bearing/seal	$ 275.00			25334	8/10/26	
Total Encumbrance				**$ 4,063.47**					
Variance				**$ (563.47)**					
R&M Irrigation			**FY 2026 Budget**	**$ 120,000.00**					
		July Repairs		$ 6,147.78					
		August Repairs		$ 19,342.27					
		September Repairs		$ -					
Total Irrigation Repair Encumbrance				**$ 110,301.82**					
Variance				**$ 9,698.18**					
R&M Parks			**FY 2026 Budget**	**$ 25,000.00**					Cleaning and repairs for CDD parks, including pressure washing
	8	DRS	Pond 14 pergola PW/caulk/paint	$ 1,495.00	6029	6/23/26	01012026-316	6/23/26	
	9	DRS	LBL column and bridge railings PW/paint	$ 1,190.00	6016	7/15/26	01012026-345	7/24/26	
Total Encumbrance				**$ 23,694.08**					
Variance				**$ 1,305.92**					
R&M Pumps			**FY 2026 Budget**	**$ 5,000.00**					Contract for pump service and repairs
	1	YES	Push camera down Jake St pump line	$ 1,900.00	Q501742	3/4/26	4571188	3/19/26	
	2	DJB Construction	Hand Dig to expose suction line for Jake St pump	$ 800.00	1543	4/3/26	994	4/14/26	hand dig at Jake St
	3	YES	Push camera down Jake St pump line	$ 1,250.00	Q501986	4/20/26	4640241	5/4/26	
Total Encumbrance				**$ 3,950.00**					
Variance				**$ 1,050.00**					

2026 District Agent Budget Report

Item	Item #	Contractor	Project	Amount	SO #	Approval Date	Paid invoice #	Sent to Inframark	Comments/Description
Misc - Hurricane Expense			**FY 2026 Budget**	**$ 15,000.00**					
Total Encumbrance				**$ -**					
Variance				**$ 15,000.00**					
Misc. Contingency			**FY 2026 Budget**	**$ 176,640.00**					Other non categorized expenses, including yearly Christmas decorations
	17	DRS	Purple Martin Boxes	$ 887.46	6019	5/20/26	01012026-289	6/5/26	
	18	Mary Edwards Arborist	Oak eval at Pond 24, cypress knee evals at Pond 19	$ 525.00		6/17/26	3410	7/20/26	
	9	All States Lighting	Pond 14 fountain lights	$ 11,225.00	ASL032625	4/16/25	806140	7/14/26	Approved at April 2025 CDD meeting; only just billed because
							.		
Total Encumbrance				**$ 112,045.92**					
Variance				**$ 64,594.08**					
Ops Supplies General			**FY 2026 Budget**	**$ 3,000.00**					General supplies needed for maintenance i.e. cleaning, trash
	1	BP Joint Committee	Maintenance Cleaning Supplies	$ 314.92			JC111225	11/12/25	
	2	BP Joint Committee	Maintenance Cleaning Supplies	$ 705.71			JC062326	6/23/26	
Total Encumbrance				**$ 314.92**					
Variance				**$ 2,685.08**					
Reserves – Signage			**FY 2026 Fund Balance**	**$ 267,348.00**					
	10	DRS	Street sign re-installs	$ 250.00			01012026-193	4/2/26	
	11	DRS	Pond 19 Nature Trail signs	$ 607.00	6081	6/24/26	01012026-344	7/17/26	
Total Encumbrance				**$ 9,939.98**					
Variance				**$ 257,408.02**					
Reserves – Roads and Alleyways			**FY 2026 Budget**	**$ 158,760.00**					Alley way maintenance; seal coat, pot holes, etc
	8	DRS	Cold Patches to Unit 10 areas	$ 550.00	6034	5/12/26	01012026-265	5/15/26	
	9	DMI Paving	Unit 10 catch basin & Asphalt patching	$ 10,725.00	O26-6587	7/15/26			
Total Encumbrance				**$ 47,640.20**					
Variance				**$ 111,119.80**					
Reserves – IMPR-Landscape & Hardscape			**FY 2026 Budget**	**$ 200,000.00**					See Landscape/Hardscape Reserve for details
Total Encumbrance				**$ 238,434.40**					
Variance				**$ (38,434.40)**					

Landscaping Reserve Refurbishment Report

Location	Project	Expense	SO #	SO Approval Date	Invoice #	Sent to Inframark
Unit 1	**Audubon Park School Buffer and Field, Belkin Court, Bennett Rd Medians and right of way, Fox St Commons and buffer, New Broad St Park and medians, Twinview Median, Bennett Park**					
	Trimming trees around NBS Park fountain	$ 800.00	1163376	10/23/25	9557925	10/28/25
	Bennett Wall Project - Phase 2 from 1007 - 1115	$ 8,409.98	8794177	11/19/25	9579477	12/09/25
	Belkin Ct Tree removal and replace	$ 5,252.70	8812484	12/17/25	9644614	
	Bennett Wall Project - Phase 3 from 1117 - 1397	$ 17,656.39	8827917	1/21/26	9684284	02/25/26
	Pond 14 Freeze Replacements	$ 9,397.41	8868048	3/18/26	9722349	06/22/26
	Pond 14 Arbor Freeze Replacements	$ 3,885.78	8870656	4/15/26	9781822	05/13/26
	DJB Fox St Commons sidewalk repair	$ 3,100.00	1550	4/24/26	1002	05/13/26
	Pond 16 Fire bush trims	$ 3,340.00	8912641	5/20/26	9802985	05/27/26
	Pond 14 Fire bush trims	$ 4,967.00	8901691	5/20/26	9809763	06/02/26
Subtotal		**$ 56,809.26**				
Unit 2	**Corrine Drive Edge & Medians, Customs buffer, Haws Ct**					
Subtotal		**$ -**				
Unit 3	**Publix entrance, Jake St Fountain, Harbor Park**					
	Removal of plants and irrigation at NBS and MP for STOP sign	$ 789.30	8653616	5/21/25	9543796	01/09/26
Reimbursable	Replace dead palm; replace plants in 4 pots	$ 5,050.57	8827816	1/21/26	9711579	05/13/26
Reimbursable	Harbor Park Enhancements	$ 5,228.78	8905035	5/20/26	9820271	06/17/26
Reimbursable	Harbor Park palms clean up	$ 1,424.64	8905045	5/20/26	9819399	06/17/26
Subtotal		**$ 12,493.29**				
Unit 4	**Army Reserve Buffer, General Rees Buffer**					
	Corrine Dr islands fire bush	$ 3,627.00	8911512	5/20/26	9802972	05/27/26
	General Rees Fire bush trims	$ 4,586.00	8912689	5/20/26	9802987	05/27/26
	Army Reserve Arboricola trim	$ 3,020.00	8932853	6/17/26	9842642	06/30/26
	Corrine Dr kneewall repair	$ 4,527.35	6072	6/22/26	01012026-324	07/17/26
	4065 Corrine Dr tree work	$ 500.00	1361651	7/8/26		
Subtotal		**$ 16,260.35**				
Unit 5	**Lakemont Medians**					
	Round about enhancement	$ 9,438.18	8849963	2/18/26	9699819	04/09/26
Subtotal		**$ 9,438.18**				
Unit 6	**Glenridge Way buffer, Glenridge Buffer**					
Subtotal		**$ -**				
Unit 7	**Outer Rd sidewalk, Cady Way Trail buffer, LBL medians, Picnic area at Cady Way Trail**					
	Remove declining plants on 2 islands and install new plant material	$ 18,195.28	8828792	1/21/26	9679197	02/23/26
	Unit 7 Halder Ln cut back/enhancements	$ 5,956.77	8928008	6/17/26	9852723	07/10/26
	Unit 7 Tree care	$ 1,080.00	1357483	7/15/26		
Subtotal		**$ 25,232.05**				
Unit 8	**Lake Susannah Mews, Meeting Pl median**					
	Lake Susannah sitting areas	$ 5,100.39	8932952	6/17/26	9842649	06/30/26
Subtotal		**$ 5,100.39**				
Units 9 and 9A	**Hanks Ave median, LBL medians and LS Buffer, Mid-lakes park (pond 19)**					
	Remove declining Juniper at 4 island tips and instlall new plant material	$ 13,194.91	8774573	10/15/25	9569863	11/03/25
	Install new Pink Muhly Grass North and South of Bridge at Pond 19	$ 5,556.54	8792737	11/19/25	9579474	12/09/25
	OUC Bahia buffer install	$ 6,014.66	8864377	3/18/26	9773334	05/04/26
	OUC Buffer mulch removal	$ 3,450.50	8875559	3/18/26	9773355	05/04/26
	Pond 19 hole fill in	$ 1,622.29	8879451	4/15/26	9781823	05/13/26
	DJB sidewalk repair at Penway & Harston	$ 4,500.00	1551	4/24/26	1001	05/13/26
	Pond 24 St. Augustine	$ 1,995.94	8917627	5/20/26	9820276	6/17/2026
	Pond 19 Enhancements and firebush trim	$ 6,512.49	8934002	6/17/26	9842654	6/30/2026
	Pond 19 coquina trail safety improvments	$ 2,409.07	8930916	6/17/26		
	OUC Buffer enhancements	$ 9,897.55	8931578	6/17/26	9842641	6/30/2026
	OUC Buffer tree care	$ 3,500.00	1357529	7/15/26		
Subtotal		**$ 58,653.95**				
Unit 10	**Baldwin Park St medians, High Park/Pond 34, LBL medians, North Buffer, Westminster Park (pond 31), Unit 10 lift station buffer**					
	Install new plant material across from 2852 Dorrel Ave.	$ 8,338.63	8765015	10/15/25	9569865	01/09/25
	Fill in plant material in gaps across from 315 Stanfield	$ 485.23	8193963	11/3/25	9581682	11/24/25
	Annuals in the BPS Median	$ 978.05	8813017	12/3/25	9609048	12/17/25
	Annuals in the BPS Median	$ 978.05	8865302	3/4/26	9734631	03/27/26
	North Buffer installs	$ 2,791.25	8885218	4/15/26	9781825	05/12/26
	Pond 31 installs	$ 16,911.67	8913448	5/20/26	9809764	06/02/26
	Carmello Ave Palmetto removals	$ 1,202.80	8917640	5/20/26	9822121	06/22/26
	Annuals in the BPS Median	$ 978.05	8933962	6/3/26	9842652	06/30/26
	Baldwin Park St firebush trim	$ 3,246.20	8938605	6/17/26	9842673	06/30/26
	Westminster Pond 31 Tree maintenance	$ 200.00	1357490	6/30/26		
	North Buffer Tree care	$ 10,000.00	1357516	7/15/26		
	North Buffer Enhancement	$ 3,362.09	8962024	7/16/26		
Subtotal		**$ 49,472.02**				
Total Overall Landscape/Hardscape Reserve Allowance		**$ 233,459.49**				
Landscape/Hardscape Reserve Budget		$ 200,000.00				
Remaining landscape replacement budget		**$ (33,459.49)**				

Urban Orlando Community Development District

Off-Duty Police Report

2026 **July**

Day	Noise Violations	Business Call/Alarm	House Call/Alarm	Skates & Bikes	Vehicle Burglaries/ Stolen	Residential Burglaries	Suspicious Person/ Vehicle	Vehicle Traffic Stops	Traffic/ Parking Citations
1		2	1				1		
2		1		3				1	
3		2							
4			2	6	1		1	2	
5				4				1	
6		1							
7							1		
8				2				1	
9		1	2				1	2	
10		1							
11			1						
12	1				2		1	1	1
13				1			1	1	
14			3					1	
15									
16				4				1	
17							1	2	
18	1	1	2	2			1	2	
19				1			1		
20			2						
21		1	1						
22			3						
23							3		
24		1					1	1	1
25			1				1		
26	1			3			1		
27			1				1	1	
28								1	
29				2				1	1
30			2				1	1	1
31			4					1	
Total	3	11	25	28	3	0	17	21	4

Urban Orlando Community Development District
Off-Duty Police Report
2026

Month	Noise Violations	Business Call/Alarm	House Call/Alarm	Skates & Bikes	Vehicle Burglaries/ Stolen	Residential Burglaries	Suspicious Person/ Vehicle	Vehicle Traffic Stops	Traffic/ Parking Citations	Total
January	3	6	11	18	1	0	16	18	6	79
February	1	18	11	27	0	0	7	39	3	106
March	2	6	16	13	6	0	7	45	10	105
April	0	8	10	26	2	0	30	45	9	130
May	1	4	14	17	3	0	20	29	7	95
June	2	16	7	22	0	0	19	20	8	94
July	3	11	25	28	3	0	17	21	4	112
August										
September										
October										
November										
December										
Year Total	12	69	94	151	15	0	116	217	47	721

Report from Sgt. McNichols:

There were no residential burglaries reported.

There were 2 vehicle burglaries reported at the Villages at Baldwin Park, 2100 block of Lake Baldwin Lane between 7/11/2026 at 2200 hours (10:00pm) and 7/12/2026 at 2039 hours (8:39pm). Both vehicles were left unsecure/unlocked in the parking lot, there was no damage to the vehicles and the victim's wallets were taken.

There was 1 stolen vehicle reported at the Villages at Baldwin Park, in the 2100 block of Portlight Dr. The vehicle was parked on 7/3/2026 at 1500 hours (3:00pm) and discovered missing on 7/42026 at 1000 hours (10:00am). The vehicle was recovered and an arrest was made by Orange County Sheriffs Office later that day on 7/4/2026. The ignition was found punched and the steering column was tampered with. There were no signs of forced entry into the vehicle. The vehicle was a Kia and is part of a nationwide stolen vehicle crime trend popularized by TikTok, involving Hyundai's and Kia's that are notably stolen by juveniles. Information on the suspect and occupants was passed onto the off duty detail to remain vigilant for. None of them reside in Baldwin Park.

Officers are continuing to monitor the parking issue on Halder Lane and have issued citations for parking violations.

Officers addressed a citizen stop sign running complaint on Anson that came through the Property Management. The primary subject of the complaint has been stopped twice, once for a stop sign and on a different date for an expired tag. Officers will continue to monitor the area during the time frame if possible.

School is now back in session. The off duty has been requested to supplement for visibility and enforcement at the start and dismissal of all 3 schools for the next couple weeks until everyone gets back into the rhythm of things and help keep things running smoothly. Officers will be looking for safety concerns with vehicles, bikes/ebikes and pedestrians There is a complaint the off duty will be monitoring in Unit 10 that we receive annually of WPHS students parking on the residential streets in BP, then walking to the back WPHS gate to go to school. Parking in this area is legal and there isn't much of anything we can do to prevent it, but officers will be looking for any illegal parking issues we might be able to address to help curb the complaints.

RESOLUTION 2026-09

A RESOLUTION OF THE URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2026/2027

WHEREAS**,** the Urban Orlando Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Orange County, Florida; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time and location of the District's meetings; and

WHEREAS, the Board has proposed the Fiscal Year 2026/2027annual meeting schedule as attached in **Exhibit A**;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT

1. The Fiscal Year 2026/2027annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with the requirements of Florida law.

This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 19th DAY OF AUGUST, 2026.

ATTEST:

URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT

Asst. Secretary

Chair / Vice Chair

EXHIBIT "A"

URBAN ORLANDO
COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF MEETING SCHEDULE

The Board of Supervisors of the Urban Orlando Community Development District will hold their meetings for Fiscal Year 2027-2026 at the Grace Hopper Hall, 1913 Meeting Place, Orlando, Florida at 8:30 a.m., on the third Wednesday of each month unless noted otherwise:

October 21, 2026
November 18, 2026
December 16, 2026
January 20, 2027
February 17, 2027
March 17, 2027
April 21, 2027
May 19, 2027, Proposed Budget Meeting
June 16, 2027
July 21, 2027
August 18, 2027, Final Budget Meeting
September 15, 2027

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. Meetings may be continued to a date, time, and location to be specified on the record at the meetings without additional publication of notice.

Anyone wishing to participate in such meetings via communications media technology should contact the District Manager's Office prior to each meeting to confirm the applicable meeting access and/or location information. Additionally, interested parties may refer to the District's website for the latest information: https://www.urbanorlandocdd.org/

There may be occasions when one or more Supervisors will participate via telephone or other communication media technology. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Manager at (352) 728-2186 at least two (2) calendar days prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8771 (TTY)/(800) 955-8770 (Voice) for aid in contacting the District Management Company.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and accordingly, the person may need to ensure a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Lee Graffius
District Manager

RESOLUTION 2026-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida ("HB 7013") and creating Section 189.0694, Florida Statutes; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District's achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT:

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

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A.** The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District's success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

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 **August** 2026.

ATTEST:	**URBAN ORLANDO COMMUNITY DEVELOPMENT DISTRICT**
Secretary/Assistant Secretary	Chair, Board of Supervisors

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

Memorandum

To: Board of Supervisors

From: District Management

Date:

RE: HB7013 – Special Districts Performance Measures and Standards

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To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during its 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2026), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2027 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals and objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance its commitment to the accountability and transparency of the District.

Exhibit A:

Goals, Objectives, and Annual Reporting Form

Urban Orlando Community Development District ("District")
Performance Measures/Standards & Annual Reporting Form

October 1, 2026 – September 30, 2027

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least six 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 six 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: _____
Urban Orlando Community Development District

District Manager: _____ Date: _____
Printed Name: _____
Urban Orlando Community Development District