

LTC Ranch West Residential Community Development District

Board of Supervisors' Meeting

August 31, 2021

District Office: 2806 N. Fifth Street, Unit 403 St. Augustine, Florida 3208184 Phone: 904-436-6270

LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT

Offices of GreenPointe Communities, LLC 864 S.E. Becker Road, Port St. Lucie, FL 34984

Board of Supervisors Grady Miars Chairman

District Manager

Austin Burr Vice Chairman
Chris Fredrick Assistant Secretary
Robert Nelson Assistant Secretary
Bo Jahna Assistant Secretary

Rizzetta & Company, Inc.

Bo sama / Assistant Scoretary

District Counsel Jonathan Johnson Hopping Green & Sams, P.A.

Melissa Dobbins

Interim Engineer Kinan Husainy Kimley-Horn and Associates

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

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

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 (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · St. Augustine, Florida · (904) 436-6270</u> Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

August 26, 2021

Board of Supervisors LTC Ranch West Residential Community Development District

REVISED AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the LTC Ranch West Residential Community Development District II will be held on **Tuesday, August 31, 2021 at 11:30 a.m.** at the Office of Greenpointe Communities located at 864 South East Becker Road, Port St Lucie, FL 34984. The following is the agenda for the meeting.

	,	
1.	CAI	LL TO ORDER/ROLL CALL
2.	AUI	DIENCE COMMENTS ON AGENDA ITEMS
3.	BUS	SINESS ADMINISTRATION
	A.	Administration of Oath of OfficeTab 1
	B.	Consideration of Resolution 2021-30, Certifying Landowner
		ResultsTab 2
	C.	Consideration of Resolution 2021-31, ReDesignating OfficersTab 3
	D.	Consideration of the Minutes of Meeting from the Regular Meeting
		held on July 20, 2021Tab 4
4.	STA	AFF REPORTS
	A.	District Counsel
	B.	District Engineer
	C.	District Manager
5.	BUS	SINESS ITEMS
	A.	Consideration of Engineer Report dated August 27, 2021Tab 5
	B.	Consideration of Master Special Allocation Report dated
		August 31, 2021Tab 6
	C.	Consideration of Resolution 2021-26, Declaring Special
		AssessmentsTab 7
	D.	Consideration of Resolution 2021-27, Setting Public Hearing on
		Special AssessmentsTab 8
	E.	Consideration of Resolution 2021-37, Delegation Resolution
		(Under Separate Cover)
	F.	Consideration of Resolution 2021-32, Designating Date, Time and
		Location of Regular Fiscal Year 2021-2022 MeetingsTab 9
	G.	Public Hearing on Rules of Procedure
		1.) Review of Rules of ProcedureTab 10
		2.) Consideration of Resolution 2021-33, Adopting District's
		Rules of ProcedureTab 11
	Н.	Public Hearing on Uniform Method
		1.) Consideration of Resolution 2021-34, Approving Utilization
		of Uniform Method of CollectionTab 12

	I.	Public Hearing on Fiscal Year 2020-2021 Budget	
		1.) Consideration of Resolution 2021-35, Approving Fiscal	
		Year 2020-2021 BudgetTab 13	
	J.	Public Hearing on Fiscal Year 2021-2022 Budget	
		1.) Consideration of Resolution 2021-36, Approving Fiscal	
		Year 2021-2022 BudgetTab 14	
	K.	Consideration of Fiscal Year 2021-2022 Funding AgreementTab 15	
	L.	Consideration of Proposal(s) for RFQ District Engineering	
		ServicesTab 16	
6.	AUI	DIENCE COMMENTS AND SUPERVISOR REQUESTS	
7.	AD.	JOURNMENT	

CALL TO ORDER / ROLL CALL

Public Comment Period

BUSINESS ADMINISTRATION

Tab 1

LTC RANCH WEST RESIDENTIAL DEVELOPMENT DISTRICT BOARD OF SUPERVISOR OATH OF OFFICE

I,, A CI7	FIZEN OF THE STATE OF	F FLORIDA AND OF THE
UNITED STATES OF AMERICA, A	AND BEING EMPLOYED BY	OR AN OFFICER OF THE
LTC RANCH WEST RESIDENTIA		
RECIPIENT OF PUBLIC FUNDS		
SOLEMNLY SWEAR OR AFFIRM		E CONSTITUTION OF THE
UNITED STATES AND THE STAT	TE OF FLORIDA.	
	<u></u>	
Signature		
ACKNOW! ED	GMENT OF OATH BEING	TAKEN
NOTITIONALLE	CIVILITY OF CATTIBETING	TAKEN
STATE OF FLORIDA		
COUNTY OF ST. LUCIE		
The foregoing oath was adn	ninistered before me by me	ans of □ physical presence
or online notarization this		
	, who personally ar	opeared before me, and is
personally known to me or has produced and is the person described in and	duced	as identification,
and is the person described in and	who took the aforemention	ed oath as a Member of the
Board of Supervisors of the LTC Ra		
and acknowledged to and before r	me that he/she took said oa	th for the purposes therein
expressed.		
(NOTABY OF AL)		
(NOTARY SEAL)		
ī	Notary Public, State of Florida	
	ivotary 1 done, State of 1 fortua	ı
1	Print Name:	
	Commission No.:	Expires:

Tab 2

RESOLUTION 2021-30

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the LTC Ranch West Residential Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within St. Lucie County, Florida and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on August 31, 2021, the minutes of which are attached hereto as **Exhibit A**, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1.	The following pe	rsons are found	, certified, a	and declared t	o have been	duly elected as
Supervisor of and f	for the District, ha	aving been electe	ed by the vo	otes cast in the	eir favor as sh	nown:

	Seat 2	Votes		
	Seat 3	Votes		
	Seat 4	Votes		
	Seat 5	Votes		
ΓΙΟΝ 2. In accordance with Sorthe Supervisor, the above	• • •	-	•	

 4 Year Term
 4 Year Term
 2 Year Term
 2 Year Term
2 Year Term

term of office:

SECTION 3. This resolution shall become effective immediately upon its adoption.

Passed and adopted this 31st day of August, 2021.

ATTEST:	LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairman, Board of Supervisors

Exhibit A Minutes of Landowners Election

Tab 3

RESOLUTION 2021-31

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LTC RANCH WEST RESIDENTIALCOMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, LTC Ranch West Residential Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within St. Lucie County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT:

is appointed Chairman.
is appointed Vice Chairman.
is appointed Assistant Secretary.
all become effective immediately upon its adoption.
THIS 31st DAY OF AUGUST, 2021.
LTC RANCH WEST RESIDENTIALCOMMUNITY DEVELOPMENT DISTRICT
CHAIRMAN/VICE CHAIRMAN

Tab 4

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MINUTES OF MEETING

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

LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the LTC Ranch West Residential Community Development District was held on Tuesday, July 20, 2021 at 11:00 a.m. at the Office of Greenpointe Communities located at 864 South East Becker Road, Port St Lucie, FL 34984. Following is the agenda for the meeting.

Austin Burr	Board Supervisor, Vice Chairman
Robert Nelson	Board Supervisor, Assistant Secretary
Bo Jahna	Board Supervisor, Assistant Secretary
Ellen Johnson	Board Supervisor, Assistant Secretary
	(via speaker phone)

Also present were:

District Manager, Rizzetta & Company, Inc. Richard Hernandez

Regional District Manager, Rizzetta & Company, Inc. Melissa Dobbins

(via speaker phone)

District Counsel, Hopping Green & Sams Jonathan Johnson

(via speaker phone)

Bond Counsel Representative, Akerman, LLP Peter Dame

(via speaker phone)

There were no members of the public.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Hernandez called the meeting to order at 11:00 a.m.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public present.

THIRD ORDER OF BUSINESS

Consideration of Minutes of Meeting from the Organizational Meeting held on June 23, 2021

On a motion by Mr. Burr, seconded by Mr. Nelson, with all in favor, the Board approved

the Minutes of Meeting from the Organizational Meeting held on June 23, 2021 for LTC Ranch West Residential Community Development District.

Page 2

46 47 48

FOURTH ORDER OF BUSINESS

Acceptance of Board Member Resignation

49 50

On a motion by Mr. Burr, seconded by Mr. Jahna, with all in favor, the Board accepted Ellen Johnson's Resignation, Seat 3 for LTC Ranch West Residential Community Development District.

51 52

FIFTH ORDER OF BUSINESS

Consideration of Board Seat Appointment

53 54

On a motion by Mr. Burr, seconded by Mr. Nelson, with all in favor, the Board appointed Chris Fredrick to Seat 3 LTC Ranch West Residential Community Development District.

55 56

SIXTH ORDER OF BUSINESS

Oath of Office

57 58

Mr. Hernandez administered the Oath of Office to Chris Fredrick.

59 60

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2021-29, ReDesignating Assistant Secretary

61 62

On a motion by Mr. Burr, seconded by Mr. Jahna, with all in favor, the Board adopted Resolution 2021-29, Appointing Chris Fredrick, as Assistant Secretary for LTC Ranch West Residential Community Development District.

63 64

EIGHTH ORDER OF BUSINESS

Staff Reports

65 66 67

A. District Counsel No report.

68 69 70

B. District Engineer Not present.

717273

C. District Manager No report.

74 75

NINTH ORDER OF BUSINESS

Ratification of Egis Proposal

76

On a motion by Mr. Burr, seconded by Mr. Nelson, with all in favor, the Board ratified approval of EGIS Proposal for Fiscal Year 2021 Insurance Policy in the amount of \$1,369 for LTC Ranch West Residential Community Development District.

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LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT July 20, 2021 Minutes of Meeting Page 3

TENTH ORDER OF BUSINESS Consideration of Engineer Report This item was tabled. **ELEVENTH ORDER OF BUSINESS** Consideration of Master Special Allocation Report (Under Separate Cover) This item was tabled. TWELFTH ORDER OF BUSINESS Consideration of Resolution 2021-26, Declaring Special Assessments This item was tabled. THIRTEENTH ORDER OF BUSINESS Consideration of Resolution 2021-27, Setting Public Hearing on **Special Assessments** This item was tabled. FOURTHEENTH ORDER OF BUSINESS **Audience Comments and** Supervisor Requests No audience comments. No supervisors comments. FIFTEENTH ORDER OF BUSINESS Adjournment On a motion by Mr. Burr, seconded by Mr. Jahna, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 11:07 a.m. for LTC Ranch West Residential Community Development District.

LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT July 20, 2021 Minutes of Meeting Page 4

Secretary / Assistant Secretary Chairman / Vice Chairman

Acceptance of Board Member Resignation

Consideration of Board Seat Appointment

STAFF REPORTS

District Counsel

Interim Engineer

District Manager

Business Administration

Tab 5

LTC Ranch West Residential Community Development District

Engineer's Report of Infrastructure Improvements

Preparedfor:

LTC Ranch West Residential Community Development District Board of Supervisors

St. Lucie County, Florida August 27, 2021

Prepared by:

Kimley » Horn

445 24th Street, Suite 200, Vero Beach, FL 32960 Main: 772-794-4100

Direct: 772-794-4117

Email: kinan.husainy@kimley-horn.com

LTC Ranch West Residential Community Development District

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 - Offsite Improvements
 - Environmental Improvements
 - Amenity Tract Improvements
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 - Drainage / Roads / Earthwork
 - Water Distribution
 - Sewage Collection and Transmission System
 - Water Use- Irrigation/Dewatering
- 6. Estimate of Total Capital Improvements Combined
- 7. Anticipated Lot Mix by Phase
- 8. Engineer's Certification

EXHIBIT 'A' - Location Map

1. Introduction and Project Description

The LTC Ranch West Residential Community Development District ("CDD" or "District") was created for the purpose of financing and managing the construction and maintenance of the public infrastructure for the Wylder community ("Development"), also known as the LTC Ranch (West) Residential PUD being a part of the LTC Ranch Development of Regional Impact ("DRI") in the City of Port St. Lucie ("City"), St. Lucie County ("County"), Florida. The CDD currently consists of approximately 777+/- acres ("Initial Area") within the overall Development. The City adopted Ordinance 21-33, approving the Conceptual Development Plan for the LTC Ranch (West) Residential PUD.

The Development is located south of Midway Road, west of I-95, north of Glades Cut-Off Road and east of McCarty Ranch Road. The Development may be accessed by way of the planned 4-lane divided north-south collector road commonly referred to as "Arterial A" via either Midway Road or Glades Cut-Off Road. The Development may also be accessed by way of the planned 2-lane divided east-west collector road commonly referred to as "E/W 5" via Glades Cut-Off Road. A location map is attached as Exhibit "A".

The public infrastructure necessary to develop the CDD including the Initial Area includes the following:

- A surface water management that consists of a network of lakes, concrete curb and gutter along the roadways, storm inlets and pipes, and water control structures
- Roadway improvements, including irrigation and landscaping
- A potable water distribution system
- A sanitary sewer collection and transmission system
- A reclaim water distribution system
- Offsite roadway improvements, including irrigation, landscaping and street lighting
- Environmental improvements
- Amenity tract improvements

These infrastructure improvements will provide service to the CDD. The estimated cost of these public improvements is \$ 111,754,100.10 as further detailed in this Engineer's Report. This cost reflects the current intentions of the District and is subject to change based upon various factors such as development plans, permitting and market conditions. Kimley-Horn and Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over-competitive bidding or market conditions. Any and all professional opinions as to costs reflected herein, including but not limited to professional opinions as to the costs of construction materials, are made on the basis of professional experience and available data. Kimley-Horn and Associates, Inc. cannot and does not guarantee or warrant that actual costs will not vary from the professional opinions of costs shown herein.

2. Purpose and Scope

The purpose of this Engineer's Report is to outline the infrastructure improvements and associated costs of the project. The District Engineer has considered, and, in certain instances, relied upon opinions, information, and documentation prepared or supplied by others, which may have included the Developer (defined below), contractors, surveyors, legal counsel, roadway engineer, and the District's Board of Supervisors, staff, and consultants.

3. Description of the Public Improvements Comprising the Project

Surface Water Management System, Lake Excavation and Roadway

The surface water management system will consist of inlets, manholes, storm pipes, wetland control structures, and water control structures that direct runoff to the on-site lake system for retention. This system will include the discharge canals that lead to the City's maintained canals. The surface water management system will be located in tracts or easement areas granted to the CDD, the City or the County.

The lake excavation for the Development will consist of the contractor's mobilization, supervision, clearing and grubbing, demolition, dewatering, lake excavation to a minimum of 12 feet and a maximum of 40 feet below design water level, and stockpiling the material adjacent to the lake for construction of the infrastructure. These activities will also include storm water pollution prevention measures. The excavated material will be used onsite to construct the roads and used to backfill utility trenches.

"Arterial A" will be a four-lane urban roadway section and "E/W 5" will be a two-lane urban roadway section constructed with concrete curb and gutter and concrete valley gutter which will be integral parts of the surface water management system. All other non-gated roadways within the CDD boundaries will be two-lane roads with valley gutter curb and will be funded by the CDD. Gated roads not able to be accessed by the public will not be funded by the CDD.

Note: Arterial A is also known as Wylder Parkway, but for the purposes of this document it is referred to as "Arterial A".

The following offsite improvements, will be funded by the CDD:

- Widening of Midway Road from I-95 to "Arterial A".
- Signalization of Midway Road and "Arterial A" intersection.
- Widening of Glades Cut Off Road from I-95 to "Arterial A".
- Signalization of Glades Cut Off Road and "Arterial A" intersection.
- Construction of "Arterial A" from Midway Road to Glades Cut Off Road.
- Construction of "E/W 5" from Glades Cut Off Road to "Arterial A".

Potable Water Distribution System

The on-site potable water distribution system will consist of 8" diameter and 12" diameter C-900 PVC mains, fire hydrants, and water services to all of the lots for potable service and fire protection. All proposed water main runs will tie into the proposed 16" diameter C-900 PVC water main to be constructed along Arterial "A" and E/W 5 Roadways. The proposed water main will tie into the existing public water main in three locations throughout the Development, at the intersection of "E/W 5" and Glades Cutoff Road, "Arterial A" and Glades Cutoff Road, and "Arterial A" and Midway Road.

There will be one water main extension and three water main connection points for the Development:

- An extension to the existing 24" water main along Midway Road, east of I-95 to "Arterial A".
- A connection to the proposed 24" water main at the intersection of Midway Road and "Arterial A".
- A connection to the proposed 36" water main at the intersection of Glades Cut Off Road and "E/W 5".
- A connection to the proposed 36" water main at the intersection of Glades Cut Off Road and "Arterial A".

Sanitary Sewer Collection and Transmission System

The sewage collection and transmission system will consist of numerous lift stations, 8" on-site force main, 8" polyvinyl chloride (PVC) gravity pipe, manholes, and 6" service laterals. The proposed "Arterial A" Roadway will contain a 12" polyvinyl chloride (PVC) force main, 30" polyvinyl chloride (PVC) force main, 24" polyvinyl chloride (PVC) force main, and will tie into the existing 24" force main to the south along Glades Cut Off Road. A 36" force main will be constructed within the "E/W 5" right of way.

Reclaimed Water Distribution System (Irrigation)

The reclaim water distribution system will be supplied by Port St. Lucie Utility Services Department via the Glades Cutoff Wastewater Treatment Plant. The reclaim water distribution system will be comprised on-site of an 8" diameter main, a C-900 main, reclaim metering stations, reclaim pump stations, and lined reclaim lakes. All proposed reclaim mains will tie into the proposed 12" reclaim main to be constructed along "Arterial A" Roadway and the 12" reclaim main to be constructed within the "E/W 5" right of way. "Arterial A" Roadway and "E/W 5" irrigation systems are also included within the costs component of this Engineer's Report as they are necessary to operate the roadways.

Environmental Improvements

The environmental improvements will consist of wetland mitigation and permitting, wetland protection, gopher tortoise relocation and permitting, and additional environmental reports and permitting.

Amenity Tract Improvements

The Amenity Center Tract Improvements will consist of the Amenity Center Improvements being designed and constructed as a part of this CDD. These improvements will consist of the parking lots, drainage, earthwork, utilities, lighting, irrigation, landscaping, buildings, and the amenities (pools, sports courts etc.).

4. Ownership and Maintenance

The CDD will finance the construction and acquisition of the improvements necessary for their operation and maintenance. As appropriate, some infrastructure will be transferred to other entities for operation and maintenance as summarized below:

Description

Surface Water Management Facilities
Water Distribution Facilities
Sanitary Sewer System
Reclaimed Irrigation
Arterial A
E/W 5
Glades Cut Off Rd.
Midway Rd.
On-site non-gated Roadways

Future Ownership and Maintenance

CDD

City of Port St. Lucie Utility Services Department City of Port St. Lucie Utility Services Department City of Port St. Lucie Utility Services Department City of Port St. Lucie City of Port St. Lucie St. Lucie County St. Lucie County CDD

5. Permitting Status

Roads I Drainage I Earthwork

- Pending South Florida Water Management District Environmental Resource Permit
- Pending Florida Department of Environmental Protection NPDES Permit
- o City of Port St. Lucie Site Plan Review Committee Approval
- o Port St. Lucie Planning and Zoning Board Approval
- Approved City of Port St. Lucie City Council
- Pending City of Port St. Lucie Construction (Clearing and/or Mass Grading and/or Site Work) Permit

Water Distribution

- o Pending Florida Department of Transportation Utility Permit
- Pending Florida Department of Environmental Protection Construction of Water Main Extensions for PWS's Permit
- o City of Port St. Lucie Site Plan Review Committee Approval
- o Port St. Lucie Planning and Zoning Board Approval
- o Pending City of Port St. Lucie City Council
- Pending City of Port St. Lucie Construction (Clearing and/or Mass Grading and/or Site Work) Permit
- o Pending City of Port St. Lucie Permit to Construct a Water Main / Distribution System

Wastewater Collection and Transmission System

- Pending Florida Department of Environmental Protection Construction of a Domestic Wastewater Collection / Transmission System PWS's Permit
- o City of Port St. Lucie Site Plan Review Committee Approval
- o Port St. Lucie Planning and Zoning Board Approval
- o Pending City of Port St. Lucie City Council
- Pending City of Port St. Lucie Construction (Clearing and/or Mass Grading and/or Site Work) Permit
- Pending City of Port St. Lucie Permit to Construct a Domestic Wastewater Collection / Transmission System

• Water Use - Irrigation and Construction Dewatering

- o Pending South Florida Water Management District Dewatering Permit
- o Pending South Florida Water Management District Water Use Permit
- o City of Port St. Lucie Site Plan Review Committee Approval
- o Port St. Lucie Planning and Zoning Board Approval
- Pending City of Port St. Lucie City Council
- Pending City of Port St. Lucie Construction (Clearing and/or Mass Grading and/or Site Work) Permit
- o Pending City of Port St. Lucie Utility Department Permit

OFFSITE PERMITS

Midway Road Widening and Intersection Signalization

o Permitting and Design has not commenced

• Glades Cut Off Road Widening and Intersection Signalization

o Permitting and Design has not commenced

• "Arterial A"

- o City of Port St. Lucie Site Plan Review Committee Approval
- Port St. Lucie Planning and Zoning Board Approval
- o Approved City of Port St. Lucie City Council
- Pending City of Port St. Lucie Construction (Clearing and/or Mass Grading and/or Site Work) Permit
- o Pending City of Port St. Lucie Utility Department Permit
- o Pending South Florida Water Management District Environmental Resource Permit
- o Pending Florida Department of Environmental Protection NPDES Permit
- St. Lucie County Driveway Connection Permit (2)

• 24" Watermain Extension under I-95

Design and Permitting has been completed by the City of Port St. Lucie.

6. Estimate of Total Capital Improvements Combined

The following is a breakdown of the infrastructure cost by description of work:

	Master	Pod 1	Pod 2	Pod 6a (Gated)	Pod 6b (Gated)	Pod 7	Total
Roadway (Public)	-	\$4,426,990.31	\$4,337,881.19	-	-	\$766,090.86	\$9,530,962.36
Stormwater Management	-	\$13,454,565.24	\$13,183,743.69	\$7,579,242.09	\$8,790,416.26	\$2,328,313.08	\$45,336,280.35
Water, Sewer, and Reclaim	-	\$8,656,936.17	\$8,482,684.17	\$4,876,635.83	\$5,655,929.50	\$1,498,083.17	\$29,170,268.83
Environmental	-	\$79,539.40	\$78,944.81	\$918,594.19	\$119,299.29	\$391,663.52	\$1,588,041.21
Amenities	\$2,000,000.00	\$3,500,000.00	\$3,500,000.00	-	-	-	\$9,000,000.00
Offsite Improvements* (Impact Fee Creditable)	\$17,128,547.34	-	-	-	-	-	\$17,128,547.34
Infrasture Cost Grand Total	\$19,128,547.34	\$30,118,031.11	\$29,583,253.86	\$13,374,472.12	\$14,565,645.05	\$4,984,150.62	\$111,754,100.10

^{*}Total offsite improvement costs are \$40,275,232.93. A ratio of the Initial Area acreage of 777+/- to the DRI acreage excluding the commercial, school, and park (1,827 ac) was used to calculate the offsite improvement cost for the Initial Area.

Soft costs for permit fees; engineering design, permitting, and construction inspection; surveying stakeout and as-builts; and geotechnical testing for the construction phase have been included in each of the above categories in the amount of 7% of the category subtotal. A 10% contingency has also been included.

A breakdown of the costs for Arterial A is included at the end of Engineer's Report.

The onsite Lake Excavation, Drainage, Water, Sewer, Reclaim, Roadway and Environmental costs are based on a pro rata share of the costs for the designed portion of the Development (Pod 1), extrapolated across the balance of the Development.

The "Impact Fee Creditable" costs are those costs for which the developer, Midway Glades Developers, LLC ("Developer"), anticipates receiving transportation impact fee credits from the City and/or County upon completion of certain public roadway dedications and improvements. Developer has entered into a Road Impact Fee Credit Agreement with the County, approved as County RIF 2021-01, and is negotiating a road impact fee credit agreement with the City.

7. Anticipated Lot Mix by Phase

The PUD Conceptual Plan is approved for a total of 4,000 residential units within the entire Development. The Initial Area is anticipated to include the following lots by size and phase:

<u>nitial Homesites</u>							
Lot Type	Lot Width	Pod 1 (units)	Pod 2 (units)	Pod 6a (units)	Pod 6b (units)	Pod 7 (units)	Total Units
Townhome/Attached Villa	24 ft	-	-	-	-	80	80
Townhome/Attached Villa	35 ft	-	-	78	110	80	268
Single-Family	40 ft	122	160	-	-	-	282
Single-Family	50 ft	264	265	129	152	-	810
Single-Family	60 ft	82	110	87	80	-	359
	Total Units	468	535	294	342	160	1799

<u>Future Inclusion</u>						
Pod	Unit Count					
Pod 4	TBD					
Pod 5	TBD					
Pod 8	TBD					
Pod 9	TBD					

8. Engineer's Certification

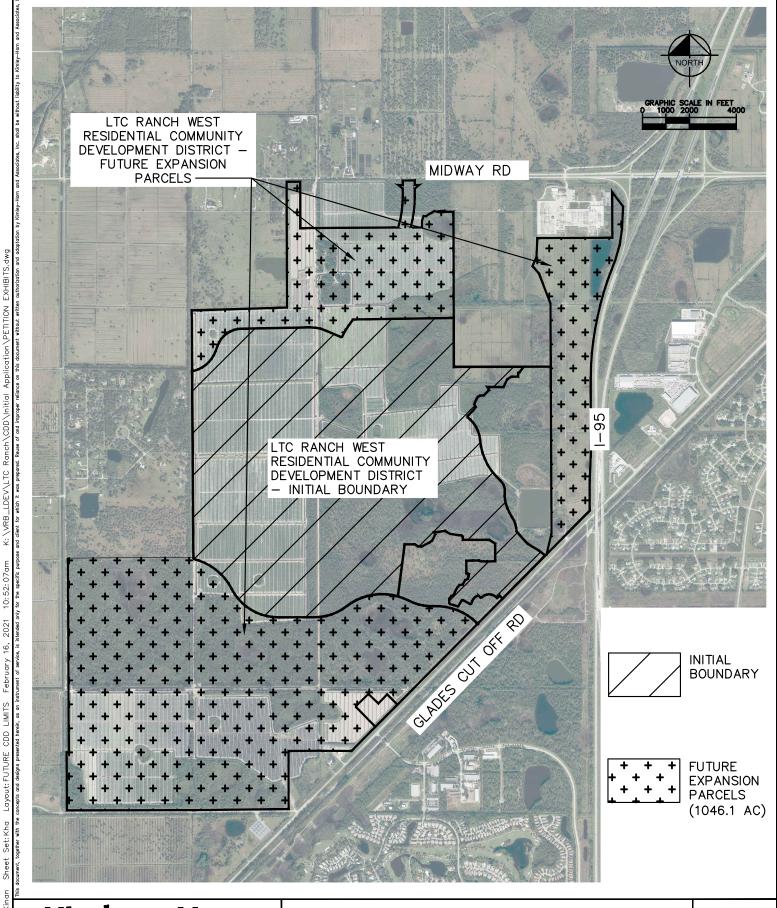
It is our opinion that the extent of proposed improvements and their estimated costs are fair and reasonable and provide a direct and special benefit to the properties located within the CDD. We believe that those improvements not yet completed can be permitted, constructed, and installed at the estimated costs described in the report.

I hereby certify to the foregoing for the benefit of the LTC Ranch West Residential Community Development District.

Sincerely,

Kinan Husainy, P.E. KIMLEY-HORN AND ASSOCIATES, INC.

Exhibit A



Kimley » Horn
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© 2021 KIMLEY—HORN AND ASSOCIATES, INC.
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PHONE: 772—794—4100
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LTC RANCH WEST RESIDENTIAL CDD

FUTURE EXPANSION PARCELS

SHEET NUMBER

EX-3

Tab 6



LTC RANCH WEST RESIDENTIAL Community Development District

Master Special Assessment Allocation Report

12750 Citrus Park Lane Suite 115 Tampa, FL 33625 www.rizzetta.com

August 31, 2021

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I. INTRODUCTION

This Master Special Assessment Allocation Report is being presented in anticipation of financing a capital infrastructure project by the LTC Ranch West Residential Community Development District ("District"), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. Rizzetta & Company, Inc. has been retained to prepare a methodology for allocating the special assessments related to the District's infrastructure project.

The District plans to issue bonds in one or more series to fund a portion of the capital infrastructure project, also known as the Capital Improvement Program. This report will detail the maximum parameters for the future financing program the District will undertake, as well as determine the manner in which the special assessments will be allocated among all the landowners that will benefit from the capital infrastructure project.

II. DEFINED TERMS

"Capital Improvement Program" – (or "CIP") Construction and/or acquisition of public infrastructure planned for the District, as specified in the Engineer's Report dated August 27, 2021.

"District" – LTC Ranch West Residential Community Development District.

"District Engineer" – Kimley-Horn and Associates, Inc.

"Engineer's Report" - That certain *Engineer's Report of Infrastructure Improvements* dated August 27, 2021

"Equivalent Assessment Unit" – (EAU) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District's CIP on a particular land use, relative to other land uses.

"Landowner" - Midway Glades Developers, LLC, a Delaware limited liability company.

"Maximum Assessments" – The maximum amount of special assessments to be levied against a parcel in relation to the CIP.

"Platted Units" – Lands configured into their intended end-use and subject to a recorded plat.

"Unplatted Parcels" – Undeveloped lands or parcels not yet subject to a recorded plat in their final end-use configuration.



III. DISTRICT INFORMATION

LTC Ranch West Residential Community Development District was established by the City Council of the City of Port St. Lucie on June 14, 2021, pursuant to the City Ordinance No. 21-53.

The District encompasses approximately 777 +/- acres and is located within the LTC Ranch (West) Planned Unit Development (the "PUD") pursuant to City Ordinance 21-33. The current development plan for the District includes approximately 1,799 single-family homes located within 5 separate development areas currently: Pod 1, Pod 2, Pod 6A, Pod 6B and Pod 7. Table 1 illustrates the District's preliminary development plan.

IV. CAPITAL IMPROVEMENT PROGRAM

The District's Capital Improvement Program includes, but is not limited to, roadway and infrastructure improvements, a drainage system, costs associated with water and wastewater systems. The total CIP is estimated to cost \$111,754,100.10 as shown in Table 2, however it will be broken up into 5 separate projects which correspond to the 5 separate development areas: Pod 1, Pod 2, Pod 6A, Pod 6B and Pod 7. It is expected that the District will issue bonds in the immediate future to fund portions of each project, with the balance funded by the Landowner, future bonds issued by the District, or other sources.

V. MASTER ASSESSMENT ALLOCATION - MAXIMUM ASSESSMENTS

Unlike property taxes, which are ad valorem in nature, a community development district may levy special assessments under Florida Statutes Chapters 170, 190 and 197 only if the parcels to be assessed receive special benefit from the infrastructure improvements acquired and/or constructed by the district. Special benefits act as a logical connection to property from the improvement system or services and facilities being constructed. These special benefits are peculiar to lands within the district and differ in nature to those general or incidental benefits that landowners outside the district or the general public may enjoy. A district must also apportion or allocate its special assessments so that the assessments are fairly and reasonably distributed relative to the special benefit conferred. Generally speaking, this means the amount of special assessment levied on a parcel should not exceed the amount of special benefit received by that parcel. A district typically may develop and adopt an assessment methodology based on front footage, square footage, or any other reasonable allocation method, so long as the assessment meets the benefit requirement, and so long as the assessments are fairly and reasonably allocated.



A. Benefit Analysis

Improvements undertaken by the District, as more clearly described in the Engineer's Report, create both special benefits and general benefits. The general benefits also inure to the general public at large and are incidental and distinguishable from the special benefits which accrue to the specific property within the boundaries of the District, or more precisely defined as the land uses which specifically receive benefit from the CIP as described in the report.

It is anticipated that the projects included in the CIP will provide special benefit to the 5 development areas within the District. These infrastructure projects are a District-wide system of improvements and were designed specifically to facilitate the development of District properties into a viable community, from both a legal and socioeconomic standpoint. Therefore, special benefits will accrue to the land uses within the District.

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two requirements are met, Florida law provides the District's board of supervisors with the ability to use discretion in determining the allocation of the assessments as long as the manner in which the board allocates the assessments is fairly and reasonably determined.

Florida Statute 170.201 states that the governing body of a municipality may apportion costs of such special assessments based on:

- (a) The front or square footage of each parcel of land; or
- (b) An alternative methodology, so long as the amount of the assessment for each parcel of land is not in excess of the proportional benefits as compared to other assessments on other parcels of land.

Based on discussions with the District Engineer, evaluation of the Engineer's Report, as well as discussions with other District staff and the Landowner regarding the project, it has been determined that the manner to allocate the assessments for this bond issuance is to be based on the front footage of each Platted Unit.

Table 3 demonstrates the allocation of the estimated costs allocated to the various planned unit types for each project. The costs are allocated using EAU factors, which have the effect of stratifying the costs based on land use. These EAU factors, which utilize a 50' lot frontage as the standard lot size, are provided on Table 3. This method of EAU allocation based on lot front footage meets statutory requirements and is commonly accepted in the industry.

B. Anticipated Bond Issuance

As described above, it is expected that the District will issue bonds in multiple series to fund the projects within the CIP. The issuance of bond debt in multiple series



will be based on the development of the community into 5 separate development areas: Pod 1, Pod 2, Pod 6A, Pod 6B and Pod 7. Therefore, the bonds and their associated assessments will be assigned pursuant to assessment areas which will be directly correlated to the 5 separate development areas. Notwithstanding the description of the Maximum Assessments below, landowners will not have a payment obligation until the issuance of bonds, at which time the fixed assessment amounts securing those bonds, as well as a collection protocol, will be determined. Please note that the preceding statement only applies to capital assessments and shall have no effect on the ability of the District to levy assessments and collect payments related to the operations and maintenance of the District.

Maximum bond sizing have been provided on Table 4. These maximum bond amounts have been calculated using conservative financing assumptions provided by the District underwriter and represent scenarios in which the entirety of each project within the CIP is funded with bond proceeds. Please note that Table 4 represents the District's maximum total issuances for the total CIP, as defined by the District Engineer. However, the District is not obligated to issue bonds at this time, and similarly may choose to issue bonds in amounts lower than the maximum amounts, which is expected. Furthermore, the District may issue bonds in various par amounts, maturities and structures up to the maximum principal amounts. Table 5 represents the Maximum Assessments necessary to support repayment of the maximum bonds.

C. Maximum Assessment Methodology

Initially, the District will be imposing master Maximum Assessment liens based on the maximum benefit conferred on the parcels in each development area based on the scope of work identified within the CIP. Accordingly, Table 6 reflects the Maximum Assessments per Platted Unit. Because the District may issue bonds in various par amounts, maturities and structures, the special assessments necessary to secure repayment of those bonds will not exceed the amounts on Table 6. It is expected that the standard long-term special assessments borne by property owners will be lower than the amounts in Table 6 and will reflect assessment levels which conform with the current market.

All of the lands subject to the Maximum Assessments are Unplatted Parcels. Assessments will be initially levied on these Unplatted Parcels on an equal assessment per acre basis. At the time parcels are platted or otherwise subdivided into Platted Units, individual Maximum Assessments will be assigned to those Platted Units at the per-unit amounts described in Table 6, thereby reducing the Maximum Assessments encumbering the Unplatted Parcels by a corresponding amount. Any unassigned amount of Maximum Assessments encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal assessment per acre basis.

In the event an Unplatted Parcel is sold to a third party not affiliated with the Landowner, Maximum Assessments will be assigned to that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Landowner to that Unplatted Parcel. The owner of that Unplatted Parcel will be responsible for the total assessments applicable to the Unplatted Parcel, regardless of the total number of



Platted Units ultimately platted. These total assessments are fixed to the Unplatted Parcel at the time of sale. If the Unplatted Parcel is subsequently sub-divided into small parcels, the total assessments initially allocated to the Unplatted Parcel will be reallocated to the smaller parcels pursuant to the methodology as described herein (i.e. equal assessment per acre until platting).

In the event that developable lands that derive benefit from the CIP are added to the District boundaries, whether by boundary amendment or increase in density, Maximum Assessments will be allocated to such lands, pursuant to the methodology described herein.

VI. ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, including the District Engineer, District underwriter and the Landowner. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Rizzetta & Company, Inc., does not represent the LTC Ranch West Residential District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the LTC Ranch West Residential District with financial advisory services or offer investment advice in any form.



EXHIBIT A:

ALLOCATION METHODOLOGY



TABLE 1: PRELIMINARY DEVELOPMENT PLAN							
PRODUCT	Pod 1	Pod 2	Pod 6A	Pod 6 B	Pod 7	TOTAL	
Townhome/ Villas 24'	0	0	0	0	80	80	Units
Townhome/ Villas 35'	0	0	78	110	80	268	Units
Single Family 40'	122	160	0	0	0	282	Units
Single Family 50'	264	265	129	152	0	810	Units
Single Family 60'	82	110	87	80	0	359	Units
TOTAL:	468	535	294	342	160	1,799	_

TABLE 2: TOTAL CIP COST DETAIL (1)

IMPROVEMENTS	Master	Pod 1	Pod 2	Pod 6a (gated)	Pod 6b (Gated)	Pod 7	TOTAL COSTS
Roadway (Public)	\$0.00	\$4,426,990.31	\$4,337,881.19	\$0.00	\$0.00	\$766,090.86	\$9,530,962.36
Stormwater Management	\$0.00	\$13,454,565.24	\$13,183,743.69	\$7,579,242.09	\$8,790,416.26	\$2,328,313.08	\$45,336,280.36
Water, Sewer and Reclaim	\$0.00	\$8,656,936.17	\$8,482,684.17	\$4,876,635.83	\$5,655,929.50	\$1,498,083.17	\$29,170,268.84
Environmental	\$0.00	\$79,539.40	\$78,944.81	\$918,594.19	\$119,299.29	\$391,663.52	\$1,588,041.21
Amenities	\$2,000,000.00	\$3,500,000.00	\$3,500,000.00	\$0.00	\$0.00	\$0.00	\$9,000,000.00
(Impact Fee Creditable)	\$17,128,547.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,128,547.34
Infrastructure Cost Grand Total	\$19,128,547.34	\$30,118,031.12	\$29,583,253.86	\$13,374,472.11	\$14,565,645.05	\$4,984,150.63	\$111,754,100.10

(1) The Engineer's Report, dated June 14, 2021, includes amenity costs that will not be financed by the District and thus have been removed from the CIP cost estimate herein.

NOTE: Infrastructure cost estimates provided by District Engineer.



TABLE 3: TOTAL CIP COST/BENEFIT						
DESCRIPTION	EAU FACTOR	UNITS	TOTAL COSTS	PER UNIT		
Townhome/ Villas 24'	0.48	80	\$2,535,663.82	\$31,695.80		
Townhome/ Villas 35'	0.70	268	\$12,387,774.27	\$46,223.04		
Single Family 40'	0.80	282	\$14,897,024.92	\$52,826.33		
Single Family 50'	1.00	810	\$53,486,658.64	\$66,032.91		
Single Family 60'	1.20	359	\$28,446,978.45	\$79,239.49		
		1,799	\$111,754,100.10			

TABLE 4: FINANCING INFORMATION	ON - MAXIMUM BONDS
Maximum Coupon Rate Term Maximum Annual Debt Service ("MADS")	5.000% 30 \$8,419,607
SOURCES: MAXIMUM PRINCIPAL AMOUNT Total Net Proceeds	\$129,430,000 (1) (1) (1) (1)
USES: Construction Account	(\$111,754,100)
Debt Service Reserve Fund Capitalized Interest (12 months) Costs of Issuance Underwriter's Discount (2%)	(\$8,419,607) (\$6,471,500) (\$196,193) (\$2,588,600)
Total Uses	(\$129,430,000)
(1) The District is not obligated to issue this amoun	nt of bonds.

TABLE 5: FINANCING INFORMATION -	MAXIMUM ASSESSMENTS
Maximum Interest Rate	5.000%
Aggregate Initial Principal Amount	\$129,430,000
Aggregate Annual Installment Estimated County Collection Costs 2.00% Maximum Early Payment Discounts 4.00% Estimated Total Annual Installment	\$8,419,607 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
(1) Based on MADS for the Maximum Bonds.(2) May vary as provided by law.	



TABLE 6: ASSESSMENT ALLOCATION - MAXIMUM ASSESSMENTS (1)

PRODUCT	UNITS	EAU	PRODUCT TOTAL PRINCIPAL (2)	PER UNIT	PRODUCT ANNUAL INSTLMT. (2)(3)	PER UNIT
Townhome/ Villas 24'	80	0.48	\$2,936,724	\$36,709	\$203,059	\$2,538
Townhome/ Villas 35'	268	0.70	\$14,347,121	\$53,534	\$992,029	\$3,702
Single Family 40'	282	0.80	\$17,253,255	\$61,182	\$1,192,973	\$4,230
Single Family 50'	810	1.00	\$61,946,526	\$76,477	\$4,283,281	\$5,288
Single Family 60'	359	1.20	\$32,946,374	\$91,773	\$2,278,071	\$6,346
TOTAL	1,799		\$129,430,000	-	\$8,949,412	

- (1) Represents maximum assessments based on allocation of the CIP costs. Actual imposed amounts expected to be significantly lower.
- (2) Product total shown for illustrative purposes only and are not fixed per product type.
- (3) Includes estimated St. Lucie County collection costs/payment discounts, which may fluctuate.

LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT II MAXIMUM ASSESSMENT LIEN ROLL

Parcel	Dev. Acreage	Max Principal	Max Annual(1)
*See attached legal description	777	\$129,430,000	\$8,949,412
		\$129,430,000	\$8,949,412

⁽¹⁾ Includes estimated county collection costs/early payment discounts, which may fluctuate.



EXHIBIT A Legal Description

A PORTION OF TRACT "D" OF THE PLAT OF LTC RANCH WEST, AS RECORDED IN PLAT BOOK 83, PAGES 17 THROUGH 24, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PATICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERLY NORTHWEST CORNER OF TRACT 'D' THE PLAT OF LTC RANCH WEST, AS RECORDED IN PLAT BOOK 83, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOO'21'14"E, ALONG THE WEST LINE OF SAID TRACT 'D" A DISTANCE OF 1268.72 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE N77'48'34"E A DISTANCE OF 42.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 660.00' AND A CENTRAL ANGLE OF 54' 28' 07" FOR AN ARC LENGTH OF 627.43 FEET, SAID CURVE HAVING A CHORD BEARING OF N47' 31' 45"E FOR 604.07 FEET; THENCE N20' 17' 41" E FOR 130.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 532.00' AND A CENTRAL ANGLE OF 68' 37' 39" FOR AN ARC LENGTH OF 637.22 FEET, SAID CURVE HAVING A CHORD BEARING OF N54' 36' 31"E FOR 599.80 FEET; THENCE N88' 55' 20" E FOR 1437.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 780.00' AND A CENTRAL ANGLE OF 24° 20' 19" FOR AN ARC LENGTH OF 331.34 FEET, SAID CURVE HAVING A CHORD BEARING OF S78' 54' 30"E FOR 328.85 FEET; THENCE S66' 44' 21" E FOR 365.44 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2023.00' AND A CENTRAL ANGLE OF 12' 30' 16" FOR AN ARC LENGTH OF 441.51 FEET, SAID CURVE HAVING A CHORD BEARING OF N32" 13' 43"E FOR 440.63 FEET; THENCE N89' 06' 58"E FOR 2097.23 FEET; THENCE S00' 07' 56"E FOR 1019.33 FEET; THENCE N89' 52' 27"E FOR 1453.64 FEET; THENCE S36' 14' 14"W FOR 139.97 FEET; THENCE S63' 23' 24"W FOR 35.34 FEET; THENCE S01' 50' 18"W FOR 77.18 FEET; THENCE S89' 15' 16"W FOR 122.84 FEET; THENCE S80' 42' 00"W FOR 24.80 FEET; THENCE S55' 01' 47"W FOR 98.22 FEET; THENCE S25' 28' 45"W FOR 175.10 FEET; THENCE N85' 28' 54"W FOR 336.07 FEET; THENCE S28' 55' 06"W FOR 73.41 FEET; THENCE S44' 36' 16"W FOR 154.76 FEET; THENCE S87' 03' 33"W FOR 76.96 FEET; THENCE S59' 22' 10"W FOR 56.07 FEET; THENCE S30' 30' 07"W FOR 67.36 FEET; THENCE S25' 20' 16"W FOR 72.70 FEET; THENCE S16' 25' 14"W FOR 33.63 FEET; THENCE S31' 17' 22"E FOR 63.00 FEET; THENCE S37' 15' 09"W FOR 89.76 FEET; THENCE S44' 59' 28"W FOR 185.44 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 674.78' AND A CENTRAL ANGLE OF 48' 36' 45" FOR AN ARC LENGTH OF 572.52 FEET, SAID CURVE HAVING A CHORD BEARING OF S29' 43' 23"E FOR 555.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1234.45' AND A CENTRAL ANGLE OF 38' 05' 30" FOR AN ARC LENGTH OF 820.70 FEET, SAID CURVE HAVING A CHORD BEARING OF \$23' 09' 41"E FOR 805.66 FEET; THENCE S44' 14' 15"E FOR 153.62 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 275.48' AND A CENTRAL ANGLE OF 52' 59' 25" FOR AN ARC LENGTH OF 254.78 FEET, SAID CURVE HAVING A CHORD BEARING OF S21' 04' 26"E FOR 245.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 678.48' AND A CENTRAL ANGLE OF 21' 55' 39" FOR AN ARC LENGTH OF 259.66 FEET, SAID CURVE HAVING A CHORD BEARING OF S05' 32' 33"E FOR 258.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1031.52' AND A CENTRAL ANGLE OF 16' 49' 00" FOR AN ARC LENGTH OF 302.76 FEET, SAID CURVE HAVING A CHORD BEARING OF S24' 54' 23"E FOR 301.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 582.36' AND A CENTRAL ANGLE OF 31' 01' 37" FOR AN ARC LENGTH OF 315.36 FEET, SAID CURVE HAVING A CHORD BEARING OF S17" 48' 04"E FOR 311.52 FEET; THENCE S41" 03' 57"E FOR 257.11 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 501.39' AND A CENTRAL ANGLE OF 19' 15' 08" FOR AN ARC LENGTH OF 168.48 FEET, SAID CURVE HAVING A CHORD BEARING OF S50' 41' 31"E FOR 167.68 FEET; THENCE \$59" 35" 14"E FOR 201.66 FEET; THENCE TO THE SOUTHEAST LINE OF SAID TRACT "D" LTC RANCH WEST, S51' 18' 25"E FOR 159.86 FEET; THENCE ALONG SAID SOUTHEAST LINE OF SAID TRACT 'D" LTC RANCH WEST, S44" 45' 15"W FOR 1264.07 FEET; THENCE DEPARTING SAID SOUTHEAST LINE OF SAID TRACT "D" LTC RANCH WEST, N45' 13' 59"W FOR 87.01 FEET; THENCE S44' 45' 15"W FOR 76.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 209.69' AND A CENTRAL ANGLE OF 105' 06' 55" FOR AN ARC LENGTH OF 384.69 FEET, SAID CURVE HAVING A CHORD BEARING OF N89' 50' 47"W FOR 332.97 FEET; THENCE N45' 36' 11"W FOR 84.22 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 217.85' AND A CENTRAL ANGLE OF 58' 14' 27" FOR AN ARC LENGTH OF 221.45 FEET, SAID CURVE HAVING A CHORD BEARING OF S40' 40' 57"W FOR 212.03 FEET

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TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00' AND A CENTRAL ANGLE OF 108' 21' 42" FOR AN ARC LENGTH OF 47.28 FEET, SAID CURVE HAVING A CHORD BEARING OF S65' 44' 35"W FOR 40.54 FEET; THENCE N60" 04' 34"W FOR 152.45 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00' AND A CENTRAL ANGLE OF 89' 31' 11" FOR AN ARC LENGTH OF 46.87 FEET, SAID CURVE HAVING A CHORD BEARING OF S75' 09' 51"W FOR 42.25 FEET; THENCE S30' 24' 15"W FOR 139.82 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1281.14' AND A CENTRAL ANGLE OF 08' 32' 58" FOR AN ARC LENGTH OF 191.22 FEET, SAID CURVE HAVING A CHORD BEARING OF N73' 22' 25"W FOR 191.04 FEET; THENCE NO' 01' 06"W FOR 112.08 FEET; THENCE N39' 07' 34"E FOR 67.17 FEET; THENCE N74' 25' 35"E FOR 32.04 FEET; THENCE N42' 02' 09"E FOR 46.74 FEET; THENCE N19' 45' 27"E FOR 33.57 FEET; THENCE N23' 47' 39"E FOR 47.51 FEET; THENCE N29' 52' 09"E FOR 69.30 FEET; THENCE N39' 22' 15"E FOR 65.40 FEET; THENCE N80' 33' 00"E FOR 69.63 FEET; THENCE S48' 44' 56"E FOR 10.14 FEET; THENCE N13' 19' 10"E FOR 39.61 FEET; THENCE S48' 44' 56"E FOR 5.11 FEET; THENCE N26' 23' 29"E FOR 66.16 FEET; THENCE N58' 57' 16"E FOR 55.48 FEET; THENCE N69' 29" E FOR 12.25 FEET; THENCE N14' 41' 53"E FOR 28.56 FEET; THENCE N12' 45' 13"E FOR 31.51 FEET; THENCE N10' 47' 41"E FOR 39.36 FEET; THENCE N78' 32' 30"W FOR 16.31 FEET; THENCE N02' 47' 10"W FOR 12.44 FEET; THENCE N90' 00' 00"E FOR 38.97 FEET; THENCE NOO' 00" FOR 265.00 FEET; THENCE N89" 48' 07"E FOR 261.76 FEET; THENCE S67' 29' 22"E FOR 44.34 FEET; THENCE S88' 32' 34"E FOR 124.01 FEET; THENCE N88' 46' 59"E FOR 173.96 FEET; THENCE NOO" 12' 03"E FOR 369.24 FEET; THENCE N57" 31' 19"W FOR 142.71 FEET; THENCE N89" 53' 25"W FOR 554.72 FEET; THENCE NOO" 02' 41"W FOR 60.62 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00' AND A CENTRAL ANGLE OF 81' 34' 32" FOR AN ARC LENGTH OF 42.71 FEET, SAID CURVE HAVING A CHORD BEARING OF N40' 49' 57"W FOR 39.20 FEET; THENCE N81' 37' 14"W FOR 243.48 FEET; THENCE N58' 47' 43"W FOR 120.92 FEET; THENCE S80' 43' 32"W FOR 135.35 FEET; THENCE S86' 31' 18"W FOR 80.02 FEET; THENCE S76' 08' 06"W FOR 14.03 FEET; THENCE S27' 59' 28"E FOR 48.73 FEET; THENCE S25' 46' 17"W FOR 137.61 FEET; THENCE S51' 57' 59"W FOR 72.82 FEET; THENCE S62' 50' 08"W FOR 189.36 FEET; THENCE N86' 34' 13"W FOR 68.43 FEET; THENCE N58' 11' 03"W FOR 78.33 FEET; THENCE N89' 51' 03"W FOR 216.11 FEET; THENCE S07' 25' 51"W FOR 1090.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1206.00' AND A CENTRAL ANGLE OF 53' 48' 53" FOR AN ARC LENGTH OF 1132.73 FEET, SAID CURVE HAVING A CHORD BEARING OF S78' 58' 53"W FOR 1091.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1086.00' AND A CENTRAL ANGLE OF 37' 55' 34" FOR AN ARC LENGTH OF 718.86 FEET, SAID CURVE HAVING A CHORD BEARING OF S71' 02' 13"W FOR 705.81 FEET; THENCE N90' 00" W FOR 755.12 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1086.00' AND A CENTRAL ANGLE OF 62° 55' 31" FOR AN ARC LENGTH OF 1192.71 FEET, SAID CURVE HAVING A CHORD BEARING OF N58' 32' 14"W FOR 1133.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1206.00' AND A CENTRAL ANGLE OF 49' 47' 06" FOR AN ARC LENGTH OF 1047.91 FEET, SAID CURVE HAVING A CHORD BEARING OF N51' 58' 01"W FOR 1015.25 FEET TO THE WEST LINE OF SAID TRACT 'D': THENCE ALONG SAID WEST LINE NOO' 21' 14"W FOR 3909.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 777.267 ACRES, MORE OR LESS.

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Tab 7

RESOLUTION 2021-26

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors (the "Board") of the LTC Ranch West Residential Community Development District (the "District") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the "Improvements") described in the District's Engineer's Report, dated _______, 2021, attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, Florida Statutes (the "Assessments"); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Master Assessment Methodology Report*, dated _______, 2021, attached hereto as Exhibit B and incorporated herein by reference and on file at 2806 N. Fifth St., Unit # 403, St. Augustine, Florida 32084 (the "District Records Office"); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT:

- **1.** Assessments shall be levied to defray a portion of the cost of the Improvements.
- 2. The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.
- **3.** The total estimated cost of the Improvements is \$_____ (the "Estimated Cost").
- **4.** The Assessments will defray approximately \$______, which amounts include the Estimated Costs, plus financing-related costs, capitalized interest and a debt service reserve.
- **5.** The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.
- **6.** The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
- 7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.
- **8.** Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than (30) thirty annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.
- **9.** The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

- 10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.
- 11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within St. Lucie County and to provide such other notice as may be required by law or desired in the best interests of the District.
 - **12.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 31st day of August, 2021.

ATTEST:		LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT			
 Secretary/A	ssistant Secretary	Chairman, Board	of Supervisors		
Exhibit A: Exhibit B:	Engineer's Report, dated Master Assessment Methodolo	, 2021 ogy Report, dated	, 2021		

Exhibit A will be attached as Engineer's Report, dated ______, 2021

Exhibit B will be attached as Master Assessment Methodology Report, dated ______, 2021

Tab 8

RESOLUTION 2021-27

RESIDENT HEARING HEARING PROPERT WEST RE	UTION OF THE BOARD OF SUPERVISORS OF THE LTC RANCH WEST FIAL COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC TO BE HELD ON, 2021, AT, M. AT, FOR THE PURPOSE OF PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE LTC RANCH SIDENTIAL COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE APTERS 170, 190 AND 197, FLORIDA STATUTES.
	S, the Board of Supervisors of the LTC Ranch West Residential Community strict (the "Board") has previously adopted Resolution 2021-26 entitled:
RESIDENT ASSESSM THOSE IN THE SPEC OF THE PROVIDII MADE; I DESIGNA LEVIED;	UTION OF THE BOARD OF SUPERVISORS OF THE LTC RANCH WEST FIAL COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF IFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY IAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; NG THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PROVIDING UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.
has been prepar Florida Statutes, the roll and relat	S, in accordance with Resolution 2021-26, a Preliminary Special Assessment Roll ed and all other conditions precedent set forth in Chapters 170, 190 and 197, to the holding of the aforementioned public hearing have been satisfied, and ed documents are available for public inspection at 2806 N. Fifth St., Unit # 403, orida 32084 (the "District Records Office").
SU	OW THEREFORE BE IT RESOLVED BY THE BOARD OF JPERVISORS OF THE LTC RANCH WEST RESIDENTIAL DIMMUNITY DEVELOPMENT DISTRICT:
, 2	nere is hereby declared a public hearing to be held atm. on 2021, at, for
the purpose of he District improver on file. Affected	earing comment and objections to the proposed special assessment program for ments as identified in the Preliminary Special Assessment Roll, a copy of which is parties may appear at that hearing or submit their comments in writing prior to ne office of the District Manager at 2806 N. Fifth St., Unit # 403, St. Augustine,

Florida 32084.

- 2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, Florida Statutes, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within St. Lucie County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.
 - **3.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 31st day of August, 2021.

ATTEST:	LTC RANCH WEST RESIDENTIAL COMMUNITY
	DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairman

Consideration of Resolution 2021-37, Delegation Resolution (Under Separate Cover)

Tab 9

RESOLUTION 2021-32

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, LTC Ranch West Residential Community Development District(hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Port St. Lucie, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Depaltment of Economic Opportunity, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT:

<u>Section 1</u>. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

<u>Section 2.</u> In accordance with Section 189.015(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with the City of Port St. Lucie, a schedule of the District's regular meetings.

Section 3. This Resolution shall become effective immediate ly upon its adoption.

PASSED AND ADOPTED THIS 31st DAY OF AUGUST, 2021.

LTC RANCH WEST RESIDNETIAL COMMUNITY DEVELOPMENT. DISTRICT

ATTECT.	CHAIRMAN / VICE CHAIRMAN
ATTEST:	
SECRETARY/ASST. SECRETARY	

EXHIBIT "A"

LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING DATES FOR FISCAL YEAR 2021/2022

District will hold their re			,	•	
	•	•		cated as follows	s:
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	-	فوال			
		e in Ei			

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084 or by calling (904) 436-6270.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 436-6270 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771

(TTY) / I-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that 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 such appeal is to be based.

District Manager

Public Hearing on Rules of Procedure

Tab 10

RULES OF PROCEDURE LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF AUGUST 31, 2021

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Rule 1.0 General.

- (1) The LTC Ranch West Residential Community Development District (the "District") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "Rules") is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic 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) <u>Board of Supervisors.</u> 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) <u>Committees.</u> 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 in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

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

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

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

- (1) <u>District Offices.</u> 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) <u>Public Records.</u> 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) <u>Service Contracts.</u> 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) <u>Records Retention.</u> The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) <u>Policies.</u> 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 email address.

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no 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 in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. 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 (904) 436-6270. 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."
- (2) <u>Mistake.</u> 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 Vice-Chairperson, Chairperson shall prepare an agenda meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into "meeting materials." For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

Call to order
Roll call
Public comment
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures

Supervisor's requests and comments Public comment Adjournment

- (4) <u>Minutes.</u> 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) <u>Special Requests.</u> 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 in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) <u>Public Comment.</u> 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) <u>Budget Hearing.</u> Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) <u>Public Hearings.</u> 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) <u>Board Authorization.</u> 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) <u>Continuances.</u> 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.
- 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) <u>Security and Firesafety Board Discussions</u>. 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) <u>Internal Controls.</u> The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect "fraud," "waste" and "abuse" as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

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

Rule 2.0 Rulemaking Proceedings.

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

(2) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
- (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

(3) <u>Notice of Proceedings and Proposed Rules.</u>

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) <u>Rule Development Workshops.</u> Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) <u>Petitions to Initiate Rulemaking.</u> All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
- (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
- (d) The published notice.
- Hearing. The District may, or, upon the written request of any affected person **(7)** received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) <u>Rulemaking Record.</u> In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

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

(11) Petitions to Challenge Existing Rules.

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

- (ii) Rule upon offers of proof and receive relevant evidence;
- (iii) Regulate the course of the hearing, including any pre-hearing matters;
- (iv) Enter orders; and
- (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) <u>Variances and Waivers.</u> 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.
- (13) <u>Rates, Fees, Rentals and Other Charges.</u> All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

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

Rule 3.0 Competitive Purchase.

- (1) <u>Purpose and Scope.</u> 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) <u>Board Authorization.</u> 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.
- "Design Criteria Package" means concise, performance-oriented drawings (f) 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 performancebased 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) <u>Qualifying Procedures.</u> In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

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

(4) <u>Competitive Selection.</u>

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

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) <u>Competitive Negotiation.</u>

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) <u>Definitions.</u>

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.
- (2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (3) <u>Establishment of Minimum Qualifications and Evaluation Criteria.</u> Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) <u>Minimum Qualifications.</u> In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

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

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

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

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

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

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

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

(7) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) <u>Contract.</u> Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. 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) <u>Scope.</u> 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) <u>Procedure.</u> For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

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

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

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - i. One of the circumstances specified under Section 337.16(2), 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 prequalified 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) <u>Procedure.</u> 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.
 - Notice of the Invitation to Bid, Request for Proposals, Invitation to (b) Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, 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) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) <u>Sole Source; Government.</u> 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) <u>Contracts; Public Records.</u> 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) <u>Emergency Purchases.</u> 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) <u>Exceptions.</u> 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) <u>Scope.</u> 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) <u>Qualifications-Based Selection.</u> If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

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

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

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

- The proposals, or the portions of which that include the 4. 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 In consultation with the Design Criteria District. Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
- 5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
- 6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
- 7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. 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) <u>Contracts; Public Records.</u> 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) <u>Emergency Purchase.</u> 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) <u>Exceptions.</u> 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) <u>Scope.</u> This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) <u>Discretionary Bond.</u> 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) <u>Procedure.</u> When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (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 vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 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.

- 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) <u>Renewal.</u> 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) <u>Emergency Purchases.</u> 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) <u>Procedure.</u> When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

- entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. 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) <u>Renewal.</u> Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
- (5) <u>Contracts; Public Records.</u> 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) <u>Emergency Purchases.</u> 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) <u>Contracts; Public Records.</u> 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) <u>Filing.</u>

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

- 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.
- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) <u>Contract Execution.</u> 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) <u>Informal Proceeding.</u> If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) <u>Formal Proceeding.</u> 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) <u>Intervenors.</u> Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) <u>Settlement.</u> Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective August 31, 2021, 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.

Tab 11

RESOLUTION 2021-33

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, LTC Ranch West Residential Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Port St. Lucie County, Florida; 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 LTC RANCH WEST RESIDENTIAL 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 31st day of August, 2021.

ATTEST:	LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT
Secretary	Chairperson, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

Public Hearing on Uniform Method

Tab 12

RESOLUTION 2021-34

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the LTC Ranch West Residential Community Development District ("District") was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within St. Lucie County for four (4) consecutive weeks prior to such hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The LTC Ranch West Residential Community Development District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of St. Lucie County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

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 31st day of August, 2021.

ATTEST:	LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairman, Board of Supervisors
Exhibit A: Legal Description	on

Exhibit A

LEGAL DESCRIPTION:

A PORTION OF TRACT "D" OF THE PLAT OF LTC RANCH WEST, AS RECORDED IN PLAT BOOK 83, PAGES 17 THROUGH 24, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PATICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERLY NORTHWEST CORNER OF TRACT D" THE PLAT OF LTC RANCH WEST, AS RECORDED IN PLAT BOOK 83, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S00°21"14"E, ALONG THE WEST LINE OF SAID TRACT D' A DISTANCE OF 1268.72 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE N77*48'34"E A DISTANCE OF 42.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 860.00' AND A CENTRAL ANGLE OF 54' 28' 07" FOR AN ARC LENGTH OF 627.43 FEET, SAID CURVE HAVING A CHORD BEARING OF N47' 31' 45"E FOR 604.07 FEET; THENCE N20" 17" 41" E FOR 130.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 532.00' AND A CENTRAL ANGLE OF 68" 37" 39" FOR AN ARC LENGTH OF 637.22 FEET, SAID CURVE HAVING A CHORD BEARING OF N.54" 38" 31"E FOR 588.80 FEET; THENCE N.88" 55" 20" E FOR 1437.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 780.00' AND A CENTRAL ANGLE OF 24" 20' 19" FOR AN ARC LENGTH OF 331.34 FEET, SAID CURVE HAVING A CHORD BEARING OF \$78" 54" 30"E FOR 328.85 FEET; THENCE \$66" 44" 21" E FOR 365.44 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2023.00° AND A CENTRAL ANGLE OF 12' 30' 18" FOR AN ARC LENGTH OF 441.51 FEET, SAID CURVE HAVING A CHORD BEARING OF N32" 13" 43"E FOR 440.83 FEET; THENCE N89" 06" 58"E FOR 2097.23 FEET; THENCE SOO" 07" 56"E FOR 1019.33 FEET; THENCE N89" 52" 27"E FOR 1453.64 FEET; THENCE S36" 14" 14"W FOR 139.97 FEET; THENCE S63" 23" 24"W FOR 35.34 FEET; THENCE S01" 50" 18"W FOR 77.18 FEET; THENCE S89" 15" 16"W FOR 122.84 FEET; THENCE S80" 42" 00"W FOR 24.80 FEET; THENCE S55" 01" 47"W FOR 98.22 FEET; THENCE \$25" 28" 45"W FOR 175.10 FEET; THENCE N65" 28' 54"W FOR 336.07 FEET; THENCE \$28" 55" 06"W FOR 73.41 FEET; THENCE \$44' 36' 16"W FOR 154.76 FEET; THENCE \$87' 03' 33"W FOR 76.96 FEET; THENCE \$59' 22' 10"W FOR 56.07 FEET; THENCE S30" 30" 07"W FOR 67.36 FEET; THENCE S25" 20" 18"W FOR 72.70 FEET; THENCE S16" 25" 14"W FOR 33.63 FEET; THENCE S31" 17' 22"E FOR 63.00 FEET; THENCE S37" 15' 09"W FOR 89.76 FEET; THENCE S44" 59' 28"W FOR 185.44 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 674.78' AND A CENTRAL ANGLE OF 48" 36" 45" FOR AN ARC LENGTH OF 572,52 FEET, SAID CURVE HAVING A CHORD BEARING OF \$28" 43" 23"E FOR 555,50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1234.45" AND A CENTRAL ANGLE OF 38" 05" 30" FOR AN ARC LENGTH OF 820.70 FEET, SAID CURVE HAVING A CHORD BEARING OF \$23" 09" 41"E FOR 805.66 FEET; THENCE S44" 14" 15"E FOR 153.62 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 275.48" AND A CENTRAL ANGLE OF 52' 59' 25" FOR AN ARC LENGTH OF 254.78 FEET, SAID CURVE HAVING A CHORD BEARING OF S21' 04' 28"E FOR 245.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 878.48' AND A CENTRAL ANGLE OF 21° 55" 39" FOR AN ARC LENGTH OF 259.66 FEET, SAID CURVE HAVING A CHORD BEARING OF SO5' 32" 33"E FOR 258.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1031.52° AND A CENTRAL ANGLE OF 18° 48' 00" FOR AN ARC LENGTH OF 302.76 FEET, SAID CURVE HAVING A CHORD BEARING OF \$24' 54' 23"E FOR 301.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 582.36' AND A CENTRAL ANGLE OF 31' 01' 37" FOR AN ARC LENGTH OF 315.36 FEET, SAID CURVE HAVING A CHORD BEARING OF \$17" 48" 04"E FOR 311.52 FEET; THENCE \$41" 03' 57"E FOR 257.11 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 501.38' AND A CENTRAL ANGLE OF 19" 15" 08" FOR AN ARC LENGTH OF 168.48 FEET, SAID CURVE HAVING A CHORD BEARING OF S50" 41" 31"E FOR 167.68 FEET; THENCE S58" 35" 14"E FOR 201.68 FEET; THENCE TO THE SOUTHEAST LINE OF SAID TRACT "D" LTC RANCH WEST, S51" 18' 25"E FOR 159.88 FEET; THENCE ALONG SAID SOUTHEAST LINE OF SAID TRACT D" LTC RANCH WEST, S44" 45' 15"W FOR 1264.07 FEET; THENCE DEPARTING SAID SOUTHEAST LINE OF SAID TRACT 'D" LTC RANCH WEST, N45" 13" 59"W FOR 87.01 FEET; THENCE S44" 45' 15"W FOR 78.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 208.69' AND A CENTRAL ANGLE OF 105' 06' 55" FOR AN ARC LENGTH OF 384.69 FEET, SAID CURVE HAVING A CHORD BEARING OF N89" 50" 47"W FOR 332.97 FEET; THENCE N45" 38" 11"W FOR 84.22 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 217.85' AND A CENTRAL ANGLE OF 58' 14' 27" FOR AN ARC LENGTH OF 221.45 FEET, SAID CURVE HAVING A CHORD BEARING OF \$40' 40' 57"W FOR 212.03 FEET

LEGAL DESCRIPTION CONTINUED:

TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00' AND A CENTRAL ANGLE OF 108' 21' 42" FOR AN ARC LENGTH OF 47.28 FEET, SAID CURVE HAVING A CHORD BEARING OF \$65° 44' 35"W FOR 40.54 FEET; THENCE NEO" 04' 34"W FOR 152,45 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30,00' AND A CENTRAL ANGLE OF 88" 31" 11" FOR AN ARC LENGTH OF 48.87 FEET, SAID CURVE HAVING A CHORD BEARING OF \$75' O9' 51"W FOR 42.25 FEET; THENCE \$30' 24' 15"W FOR 139.82 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1281.14' AND A CENTRAL ANGLE OF 08' 32' 58" FOR AN ARC LENGTH OF 191.22 FEET, SAID CURVE HAVING A CHORD BEARING OF N73" 22" 25"W FOR 191.04 FEET: THENCE NO" 01" 06"W FOR 112.08 FEET; THENCE N39" 07" 34"E FOR 67.17 FEET; THENCE N74" 25" 35"E FOR 32.04 FEET; THENCE N42" 02" 09"E FOR 46.74 FEET; THENCE M19' 45' 27"E FOR 33.57 FEET; THENCE N23' 47' 39"E FOR 47.51 FEET; THENCE N29' 52" 09"E FOR 69.30 FEET; THENCE N39" 22" 15"E FOR 65.40 FEET; THENCE N80" 33" 00"E FOR 69.63 FEET; THENCE S48" 44' 58"E FOR 10.14 FEET; THENCE N13' 19' 10"E FOR 39.61 FEET; THENCE S48' 44' 56"E FOR 5.11 FEET; THENCE N26" 23" 29"E FOR 66.18 FEET; THENCE N58" 57" 16"E FOR 55.48 FEET; THENCE N69" 29" E FOR 12.25 FEET; THENCE N14" 41" 53"E FOR 28.56 FEET; THENCE N12" 45" 13"E FOR 31.51 FEET; THENCE N10" 47" 41"E FOR 39.36 FEET; THENCE N78" 32" 30"W FOR 16.31 FEET; THENCE N02" 47" 10"W FOR 12.44 FEET; THENCE N80" 00" 00"E FOR 38.97 FEET; THENCE NOO' OO' CO"E FOR 265.00 FEET; THENCE N89' 48' 07"E FOR 261.76 FEET; THENCE S67' 29' 22"E FOR 44.34 FEET; THENCE S88' 32' 34"E FOR 124.01 FEET; THENCE N88' 46' 59"E FOR 173.96 FEET; THENCE NOO" 12" 03"E FOR 369.24 FEET; THENCE N57" 31" 19"W FOR 142,71 FEET; THENCE NB9" 53" 25"W FOR 554.72 FEET; THENCE NOO" 02' 41"W FOR 80.62 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00" AND A CENTRAL ANGLE OF 81" 34" 32" FOR AN ARC LENGTH OF 42.71 FEET, SAID CURVE HAVING A CHORD BEARING OF N40° 49' 57"W FOR 39.20 FEET; THENCE N81' 37' 14"W FOR 243.48 FEET; THENCE N58' 47' 43"W FOR 120.92 FEET; THENCE SB0" 43" 32"W FOR 135.35 FEET; THENCE SB6" 31" 18"W FOR 80.02 FEET; THENCE S76" 08" 06"W FOR 14.03 FEET; THENCE \$27' 59' 28"E FOR 48.73 FEET; THENCE \$25' 46' 17"W FOR 137.61 FEET; THENCE \$51" 57' 59"W FOR 72.82 FEET; THENCE S82' 50' 08"W FOR 189.36 FEET; THENCE N86' 34' 13"W FOR 68.43 FEET; THENCE N58' 11' 03"W FOR 78.33 FEET; THENCE N89" 51' 03"W FOR 216.11 FEET; THENCE S07" 25' 51"W FOR 1090.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1208.00' AND A CENTRAL ANGLE OF 53" 48" 53" FOR AN ARC LENGTH OF 1132.73 FEET, SAID CURVE HAVING A CHORD BEARING OF \$78" 58" 53"W FOR 1091.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1086.00' AND A CENTRAL ANGLE OF 37" 55' 34" FOR AN ARC LENGTH OF 718.86 FEET, SAID CURVE HAVING A CHORD BEARING OF S71" 02" 13"W FOR 705.81 FEET; THENCE N90" OO" W FOR 755.12 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1086.00" AND A CENTRAL ANGLE OF 62° 55' 31" FOR AN ARC LENGTH OF 1192.71 FEET, SAID CURVE HAVING A CHORD BEARING OF N58" 32" 14"W FOR 1133,66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1206,00" AND A CENTRAL ANGLE OF 49" 47" 08" FOR AN ARC LENGTH OF 1047.91 FEET, SAID CURVE HAVING A CHORD BEARING OF N51° 58' 01"W FOR 1015.25 FEET TO THE WEST LINE OF SAID TRACT D'; THENCE ALONG SAID WEST LINE NOO" 21" 14"W FOR 3909.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 777.267 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

Public Hearing on Fiscal Year 2020-2021 Budget

TAB 13

RESOLUTION 2021-35

THE ANNUAL APPROPRIATION RESOLUTION OF THE LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors ("Board") of the LTC Ranch West Residential Community Development District ("District") proposed budget ("Proposed Budget") for the fiscal year beginning June 14, 2021 and ending September 30, 2021 ("Fiscal Year 2020/2021") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities 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 thereon 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 at least two days before the public hearing; 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; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. 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.
- c. 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 LTC Ranch West Residential Community Development District for the Fiscal Year Ending September 30, 2021."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated	out of the revenues of the District, for Fiscal Year
2020/2021, the sum of \$	to be raised by the levy of assessments and/or
otherwise, which sum is deemed by the	e Board to be necessary to defray all expenditures of the
District during said budget year, to be d	ivided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$
TOTAL ALL FUNDS	\$

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 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 paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 31st DAY OF AUGUST, 2021.

ATTEST:	LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT
	Ву:
Secretary/Assistant Secretary	Its:

Exhibit A: Fiscal Year 2021 Budget

Exhibit A



LTC Ranch West Residential Community Development District

Proposed Budget for Fiscal Year 2020-2021

Presented by: Rizzetta & Company, Inc.

2806 N. Fifth Street Suite 403 St. Augustine, Florida 32084 Phone: 904-436-6270

rizzetta.com

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Proposed Budget LTC Ranch West Residentail Community Development District General Fund Fiscal Year 2020/2021

ENUES cial Assessments veloper Contributions AL REVENUES ENDITURES - ADMINISTRATIVE slative pervisor Fees ncial & Administrative ministrative Services strict Management strict Engineer sclosure Report ustees Fees			Based on 4 Meetings for Remaining FY 20-21
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ustees Fees	\$		After Bond Issuance Expense
. =	\$		After Bond Issuance Expense
sessment Roll	\$	5,000	·
nancial & Revenue Collections	\$	600	2 Months of "Prior to Bond" Fees & 2 Months of "After Bond" Fees
counting Services	\$		2 Months of "Prior to Bond" Fees & 2 Months of "After Bond" Fees
diting Services	\$	-,	Going out for Bid
	4444		
blic Officials Liability Insurance	\$	5,000	1
gal Advertising	\$	8,000	
es, Licenses & Fees	\$	175	
scellaneous Fees	\$	5,000	
ebsite Hosting, Maintenance, Backup	\$	10,000	Will Bid Out ADA Website Hosting
strict Counsel	\$	20,000	
inistrative Subtotal	\$	107,575	
ENDITURES - FIELD OPERATIONS			
tric Utility Services			
	\$	10,000	
	Ψ	10,000	
lity Services	\$	10,000	
mwater Control		, ,	
uatic Maintenance	\$	10,000	
scellaneous Expense	\$	5,000	
r Physical Environment			
neral Liability & Property Insurance	\$	10,000	
	\$	75,000	
scellaneous Contingency	\$	50,000	
A Omenations Cultitude		470.000	
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AI FYPENDITUPES	œ	277 575	
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GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

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

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

EXPENDITURES – ADMINISTRATIVE:

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

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

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

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

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

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

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

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

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

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

Public Hearing on Fiscal Year 2021-2022 Budget

TAB 14

RESOLUTION 2021-36

THE ANNUAL APPROPRIATION RESOLUTION OF THE LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors ("Board") of the LTC Ranch West Residential Community Development District ("District") proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("Fiscal Year 2021/2022") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities 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 thereon 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 at least two days before the public hearing; 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; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. 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.
- c. 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 LTC Ranch West Residential Community Development District for the Fiscal Year Ending September 30, 2022."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated	out of the revenues of the District, for Fiscal Year
2021/2022, the sum of \$	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 d	ivided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$
TOTAL ALL FUNDS	\$

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 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 paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 31st DAY OF AUGUST, 2021.

ATTEST:	LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT
	Ву:
Secretary/Assistant Secretary	lts:

Exhibit A: Fiscal Year 2022 Budget

Exhibit A



LTC Ranch West Residential Community Development District

Proposed Budget for Fiscal Year 2021-2022

Presented by: Rizzetta & Company, Inc.

2806 N. Fifth Street Suite 403 St. Augustine, Florida 32084 Phone: 904-436-6270

rizzetta.com

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General Fund Budget for Fiscal Year 2021-2022	1
General Fund Budget Account Category Descriptions	2



Proposed Budget LTC Ranch West Residential Community Development District General Fund

Fiscal Year 2021/2022

	Chart of Accounts Classification	Budget for 2021/2022	Comments
1			
2	REVENUES		
3	Special Assessments		
5	Developer Contributions	\$ 464,175	
6		Ψ 101,110	
7	TOTAL REVENUES	\$ 464,175	
8			
9	EXPENDITURES - ADMINISTRATIVE		
10			
11	Legislative Supervisor Fees	A. 40.000	Decided 40 Market
12	Financial & Administrative	\$ 12,000	Based on 12 Meetings
14		Φ 4.000	
	Administrative Services	\$ 4,200	
15 16	District Management District Engineer	\$ 21,000	
17	Disclosure Report	\$ 15,000 \$ 5,000	
18	Trustees Fees	\$ 10,000	
19	Assessment Roll	\$ 5,000	
20	Financial & Revenue Collections	\$ 3,600	
21	Accounting Services	\$ 19,200	
22	Auditing Services		Estimated
23	Arbitrage Rebate Calculation	\$ 1,000	
24	Public Officials Liability Insurance	\$ 5,000	
25	Legal Advertising	\$ 8,000	
26	Dues, Licenses & Fees	\$ 175	
27	Miscellaneous Fees	\$ 5,000	
28	Website Hosting, Maintenance, Backup	\$ 5,000	
29 30	Legal Counsel District Counsel	Φ 00.000	
31	District Couriser	\$ 20,000	
32	Administrative Subtotal	\$ 144,175	
33		4 111,110	
	EXPENDITURES - FIELD OPERATIONS		
35			
	Electric Utility Services		
37	Utility Services Water-Sewer Combination Services	\$ 25,000	
38	Utility Services	\$ 25,000	
	Stormwater Control	φ 23,000	
41	Aquatic Maintenance	\$ 15,000	
42	Miscellaneous Expense	\$ 10,000	
43			
44	General Liability & Property Insurance	\$ 20,000	
45	Landscape & Irrigation Maintenance	\$ 150,000	
		A == 0.5	
47	Miscellaneous Contingency	\$ 75,000	
48	Field Operations Subtotal	\$ 320,000	
50	i iora operatione oubtotal	ψ J2U,UUU	
	TOTAL EXPENDITURES	\$ 464,175	
52			
	EXCESS OF REVENUES OVER		
53	EXPENDITURES	\$ -	
54			

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

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

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

EXPENDITURES – ADMINISTRATIVE:

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

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

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

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

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

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

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

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

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

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

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Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

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Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

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Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

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Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

TAB 13

LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021/2022 BUDGET FUNDING AGREEMENT

This Agreement (the "Agreement") is made and	l entered	into this	_ day of	
2021, by and between:					

LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Port St. Lucie, Florida with a mailing address of 2806 N. Fifth St., Unit # 403, St. Augustine, Florida 32084 (the "District"), and

MIDWAY GLADES DEVELOPERS, a Delaware limited liability company, the primary developer of certain lands within the boundaries of the District, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (the "Developer"; and together with the District, the "Parties").

Recitals

WHEREAS, the District was established by an ordinance adopted by the City Council of the City of Port St. Lucie, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2021/2022, which year commences on October 1, 2021, and concludes on September 30, 2022 (the "FY 2022 Budget"); and

WHEREAS, the FY 2022 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the FY 2022 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit** A;

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2022 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2022 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2022 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2022 Budget" in the public records of St. Lucie County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the FY 2022 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may

partially release any filed Lien for portions of the Property subject to a plat if and when the Developers have demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developers sell any of the Property described in **Exhibit B** after the execution of this Agreement, the Developers' rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developers.

- **SECTION 3.** In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:
- **A.** At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for St. Lucie County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.
- in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the St. Lucie County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.
- **SECTION 4.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
- **SECTION 5.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 6. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2022 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations. The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2022 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2022 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

SECTION 7. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

SECTION 8. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns subject to the terms of Paragraph 6 above.

SECTION 9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in St. Lucie County, Florida.

SECTION 10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 11. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

SECTION 12. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:	LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairman/Vice Chairman
	MIDWAY GLADES DEVELOPERS, LLC a Delaware limited liability company
Witness	By:

Fiscal Year 2021/2022 General Fund Budget

Description of the Property

Exhibit A:

Exhibit B:

Exhibit A

Fiscal Year 2021/2022 General Fund Budget

Exhibit B

Description of the Property

LEGAL DESCRIPTION

A PORTION OF TRACT "D" OF THE PLAT OF LTC RANCH WEST, AS RECORDED IN PLAT BOOK 83, PAGES 17 THROUGH 24, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PATICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERLY NORTHWEST CORNER OF TRACT 'D" THE PLAT OF LTC RANCH WEST, AS RECORDED IN PLAT BOOK 83, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOD'21"14"E, ALONG THE WEST LINE OF SAID TRACT D" A DISTANCE OF 1268.72 FEET TO THE POINT OF BEGINNING: THENCE DEPARTING SAID WEST LINE N77"48"34"E A DISTANCE OF 42.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 860.00' AND A CENTRAL ANGLE OF 54' 28' 07" FOR AN ARC LENGTH OF 627.43 FEET, SAID CURVE HAVING A CHORD BEARING OF N47' 31' 45"E FOR 604.07 FEET; THENCE N20' 17" 41" E FOR 130.58 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 532.00' AND A CENTRAL ANGLE OF 68" 37" 39" FOR AN ARC LENGTH OF 637.22 FEET, SAID CURVE HAVING A CHORD BEARING OF N54" 38" 31"E FOR 598.80 FEET; THENCE N88" 55" 20" E FOR 1437.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 780.00' AND A CENTRAL ANGLE OF 24" 20' 19" FOR AN ARC LENGTH OF 331.34 FEET, SAID CURVE HAVING A CHORD BEARING OF \$78' 54' 30"E FOR 328.85 FEET; THENCE \$86' 44' 21" E FOR 365.44 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2023.00' AND A CENTRAL ANGLE OF 12' 30' 18" FOR AN ARC LENGTH OF 441.51 FEET, SAID CURVE HAVING A CHORD BEARING OF N32" 13" 43"E FOR 440.83 FEET; THENCE N89" 06" 58"E FOR 2097.23 FEET; THENCE SOO" 07" 56"E FOR 1019.33 FEET; THENCE N89" 52" 27"E FOR 1453.64 FEET; THENCE S36" 14" 14"W FOR 139.97 FEET; THENCE S63" 23" 24"W FOR 35.34 FEET; THENCE S01" 50" 18"W FOR 77.18 FEET; THENCE S89" 15" 16"W FOR 122.84 FEET; THENCE S80" 42" 00"W FOR 24.80 FEET; THENCE S55" 01" 47"W FOR 98.22 FEET; THENCE S25" 28" 45"W FOR 175.10 FEET; THENCE N85" 28" 54"W FOR 336.07 FEET; THENCE S28" 55" 08"W FOR 73.41 FEET; THENCE \$44' 36' 16"W FOR 154.76 FEET; THENCE \$87' 03' 33"W FOR 76.96 FEET; THENCE \$59' 22' 10"W FOR 56.07 FEET; THENCE S30" 30" 07"W FOR 67.36 FEET; THENCE S25" 20" 16"W FOR 72.70 FEET; THENCE S16" 25" 14"W FOR 33.63 FEET; THENCE S31" 17' 22"E FOR 63.00 FEET; THENCE S37" 15" 09"W FOR 89.78 FEET; THENCE S44" 59" 28"W FOR 185.44 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 874.78' AND A CENTRAL ANGLE OF 48" 36" 45" FOR AN ARC LENGTH OF 572,52 FEET, SAID CURVE HAVING A CHORD BEARING OF \$28" 43" 23"E FOR 555,50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1234.45" AND A CENTRAL ANGLE OF 38" 05" 30" FOR AN ARC LENGTH OF 820.70 FEET, SAID CURVE HAVING A CHORD BEARING OF \$23" 09" 41"E FOR 805.66 FEET; THENCE S44' 14' 15"E FOR 153.62 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 275.48' AND A CENTRAL ANGLE OF 52" 56" 25" FOR AN ARC LENGTH OF 254.78 FEET, SAID CURVE HAVING A CHORD BEARING OF S21" 04" 28"E FOR 245.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 878.48' AND A CENTRAL ANGLE OF 21° 55" 39" FOR AN ARC LENGTH OF 259.66 FEET, SAID CURVE HAVING A CHORD BEARING OF S05' 32" 33"E FOR 258.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1031.52° AND A CENTRAL ANGLE OF 16" 48' 00" FOR AN ARC LENGTH OF 302.76 FEET, SAID CURVE HAVING A CHORD BEARING OF \$24' 54' 23"E FOR 301.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 582.36" AND A CENTRAL ANGLE OF 31" OI" 37" FOR AN ARC LENGTH OF 315,36 FEET, SAID CURVE HAVING A CHORD BEARING OF \$17" 48" 04"E FOR 311,52 FEET; THENCE \$41" 03' 57"E FOR 257.11 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 501.38' AND A CENTRAL ANGLE OF 19" 15" 08" FOR AN ARC LENGTH OF 168.48 FEET, SAID CURVE HAVING A CHORD BEARING OF S50" 41" 31"E FOR 167.68 FEET; THENCE S59" 35" 14"E FOR 201.68 FEET; THENCE TO THE SOUTHEAST LINE OF SAID TRACT D' LTC RANCH WEST, S51° 18' 25"E FOR 159.88 FEET; THENCE ALONG SAID SOUTHEAST LINE OF SAID TRACT D" LTC RANCH WEST, S44" 45' 15"W FOR 1264.07 FEET; THENCE DEPARTING SAID SOUTHEAST LINE OF SAID TRACT 'D" LTC RANCH WEST, N45" 13" 59"W FOR 87.01 FEET; THENCE S44" 45' 15"W FOR 78.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 208.69' AND A CENTRAL ANGLE OF 105' 06' 55" FOR AN ARC LENGTH OF 384.69 FEET, SAID CURVE HAVING A CHORD BEARING OF N88' 50' 47"W FOR 332.97 FEET; THENCE N45' 36' 11"W FOR 84.22 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 217.85' AND A CENTRAL ANGLE OF 58' 14' 27" FOR AN ARC LENGTH OF 221.45 FEET, SAID CURVE HAVING A CHORD BEARING OF \$40' 40' 57"W FOR 212.03 FEET

LEGAL DESCRIPTION CONTINUED:

TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00' AND A CENTRAL ANGLE OF 108' 21' 42" FOR AN ARC LENGTH OF 47.28 FEET, SAID CURVE HAVING A CHORD BEARING OF \$65° 44' 35"W FOR 40.54 FEET; THENCE NSO" 04' 34"W FOR 152,45 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00' AND A CENTRAL ANGLE OF 89" 31' 11" FOR AN ARC LENGTH OF 48.87 FEET, SAID CURVE HAVING A CHORD BEARING OF \$75' O9' 51"W FOR 42.25 FEET; THENCE \$30' 24' 15"W FOR 139.82 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1281.14' AND A CENTRAL ANGLE OF 08' 32' 58" FOR AN ARC LENGTH OF 191.22 FEET, SAID CURVE HAVING A CHORD BEARING OF N73" 22" 25"W FOR 191.04 FEET; THENCE NO" 01" 06"W FOR 112.08 FEET; THENCE N39" 07" 34"E FOR 67.17 FEET; THENCE N74" 25" 35"E FOR 32.04 FEET; THENCE N42" 02" 09"E FOR 46.74 FEET; THENCE N19' 45' 27"E FOR 33.57 FEET; THENCE N23' 47' 39"E FOR 47.51 FEET; THENCE N29' 52' 09"E FOR 69.30 FEET; THENCE N39" 22" 15"E FOR 65.40 FEET; THENCE N80" 33" 00"E FOR 69.63 FEET; THENCE S48" 44' 58"E FOR 10.14 FEET; THENCE N13' 19' 10"E FOR 39.61 FEET; THENCE S48' 44' 58"E FOR 5.11 FEET; THENCE N26' 23' 29"E FOR 66.16 FEET; THENCE N58' 57' 16"E FOR 55.48 FEET; THENCE N69' 29' 29"E FOR 12.25 FEET; THENCE N14" 41" 53"E FOR 28.56 FEET; THENCE N12" 45" 13"E FOR 31.51 FEET; THENCE N10" 47" 41"E FOR 39.36 FEET; THENCE N78" 32" 30"W FOR 16.31 FEET; THENCE N02" 47" 10"W FOR 12.44 FEET; THENCE N80" 00" 00"E FOR 38.97 FEET; THENCE NOO' 00' 00"E FOR 265.00 FEET; THENCE N89" 48' 07"E FOR 261.76 FEET; THENCE S67' 29' 22"E FOR 44.34 FEET; THENCE S88' 32' 34"E FOR 124.01 FEET; THENCE N88' 46' 59"E FOR 173.96 FEET; THENCE NOO" 12" 03"E FOR 369.24 FEET; THENCE N57" 31" 19"W FOR 142,71 FEET; THENCE NB9" 53" 25"W FOR 554.72 FEET; THENCE NOO" 02' 41"W FOR 60.62 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00" AND A CENTRAL ANGLE OF 81" 34" 32" FOR AN ARC LENGTH OF 42.71 FEET, SAID CURVE HAVING A CHORD BEARING OF N40" 49" 57"W FOR 39.20 FEET; THENCE N81" 37" 14"W FOR 243.48 FEET; THENCE N58" 47" 43"W FOR 120.92 FEET; THENCE SBO' 43' 32"W FOR 135.35 FEET; THENCE SBB' 31' 18"W FOR 80.02 FEET; THENCE S78' 08' 06"W FOR 14.03 FEET; THENCE \$27" 59" 28"E FOR 48.73 FEET; THENCE \$25" 46" 17"W FOR 137.61 FEET; THENCE \$51" 57" 59"W FOR 72.82 FEET; THENCE S62" 50" 08"W FOR 189.36 FEET; THENCE N86" 34" 13"W FOR 68.43 FEET; THENCE N58" 11" 03"W FOR 78.33 FEET; THENCE N89" 51" 03"W FOR 216.11 FEET; THENCE S07" 25" 51"W FOR 1090.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1208.00' AND A CENTRAL ANGLE OF 53" 48" 53" FOR AN ARC LENGTH OF 1132.73 FEET, SAID CURVE HAVING A CHORD BEARING OF \$78" 58" 53"W FOR 1091.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1086,00' AND A CENTRAL ANGLE OF 37' 55' 34" FOR AN ARC LENGTH OF 718.86 FEET, SAID CURVE HAVING A CHORD BEARING OF \$71" 02" 13"W FOR 705.81 FEET; THENCE N90" OO" W FOR 755.12 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1086.00" AND A CENTRAL ANGLE OF 62° 55' 31° FOR AN ARC LENGTH OF 1192,71 FEET, SAID CURVE HAVING A CHORD BEARING OF N58" 32" 14"W FOR 1133.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1206.00" AND A CENTRAL ANGLE OF 49" 47" 08" FOR AN ARC LENGTH OF 1047.91 FEET, SAID CURVE HAVING A CHORD BEARING OF N51° 58' 01"W FOR 1015.25 FEET TO THE WEST LINE OF SAID TRACT D'; THENCE ALONG SAID WEST LINE NOO" 21" 14"W FOR 3909.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 777.267 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS—OF—WAY OF RECORD.

Tab 16

Engineering Services for the LTC Ranch West Residential Community Development District

LDRS32030.2021





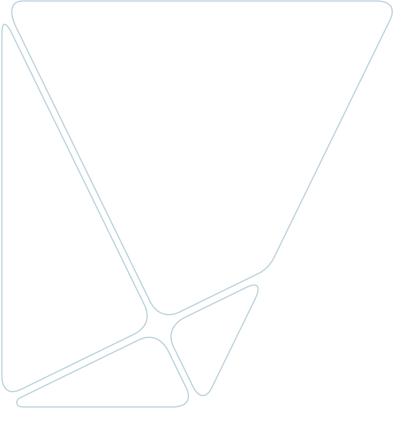


Prepared for The LTC Ranch West Residential Community Development District





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IV.	Ability and Adequacy of the Kimley-Horn's Professional Personnel	22
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01

Qualifications Statement



Qualifications Statement

August 20, 2021

Melissa Dobbins Rizzetta & Company, Inc. 2806 N. Fifth St., Unit #403 St. Augustine, FL, 32084

Re: Engineering Services for LTC Ranch West Residential Community Development District RFQ

Dear Members of the Selection Committee:

Kimley-Horn understands the special challenges involved with providing engineering services for residential developments. With our track record of successfully executing projects for Community Development Districts (CDDs) throughout Florida, Kimley-Horn has the in-depth knowledge and experience with meeting these challenges; the ability to provide personal, "hands-on" service; and an understanding of the local permitting processes. As you evaluate your choices for civil engineers, we ask you to consider the following key factors.

Local office, national resources. Kimley-Horn's local Florida offices are composed of over 900 professionals and support staff. Our Vero Beach office will serve as the responsible office for local permitting authorities for your projects. In addition, Kimley-Horn is a one-cost/profit-center firm, something that is unique in the professional services arena. Our clients find this internal structure to be a benefit because we can seamlessly assign the most appropriate professionals from any of our 95 offices to meet their specific needs. Due to our ability to shift our resources nationwide, there will never be a time when we will not be able to appropriately staff your projects.

Project manager with a successful track record. Kinan Husainy, P.E., will serve as your district engineer. Kinan's 14 years of experience in the design of land development projects, coupled with his residential development experience, gives him the insight necessary to serve in this role. He has a clear understanding of how to best serve residential clients, and he knows that real world technical expertise and proper budgeting, along with a strong and open line of communication, are essential to the success of your projects. Kinan is also familiar with local permitting requirements and the resulting impacts on site development and the overall project.

High expectations. As a firm, we want our clients to "Expect More and Experience Better." Kimley-Horn's core values of honesty, integrity, and ethics; exceptional client service; high expectations; sharing and caring; and sustained profitability provide the backbone for success at the firm. We expect that the quality of our work speaks for itself. One of the first steps toward a high-quality project is due diligence. We understand that a primary concern is providing an adequate

Qualifications Statement (continued)

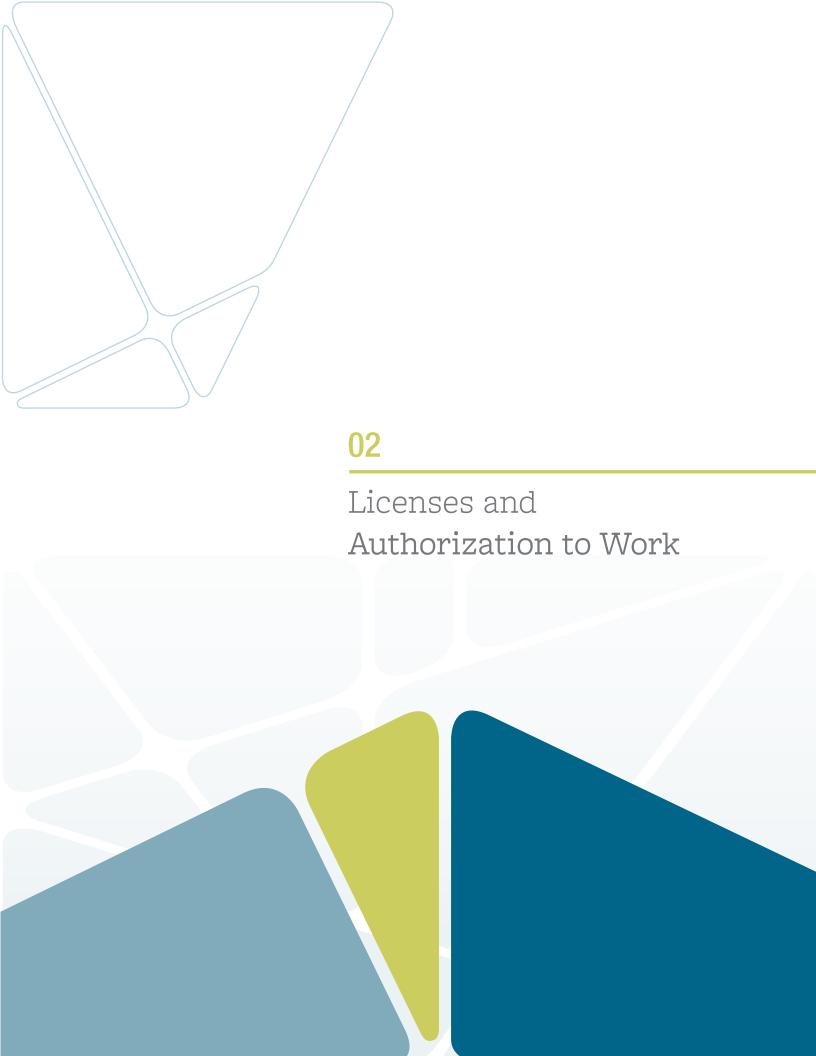
level of technical experience to allow you to properly budget and implement solutions that work in the real world with minimal change orders from your consultant and construction manager. An advantage of our team is its proven success with design and construction phase services on similar projects, providing cost control and sound solutions while delivering a quality product.

At Kimley-Horn, our focus truly is the client. You can be assured that I am personally committed to the District's success and look forward to partnering with you. We appreciate your consideration and look forward to serving as your consultant.

Very truly yours, Kimley-Horn

Kevin Roberson, P.E., Sr. Vice President

Kinan Husainy, P.E., Vice President



Licenses and Authorization to Work

On October 1, 2019 HB827/SB616 went into effect creating the rules for administrative code 61G15, which removes the requirement that engineers obtain a separate engineering business license (certificate of authorization) for their engineering firm.

State of Florida Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on April 24, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-sixth day of April, 2021

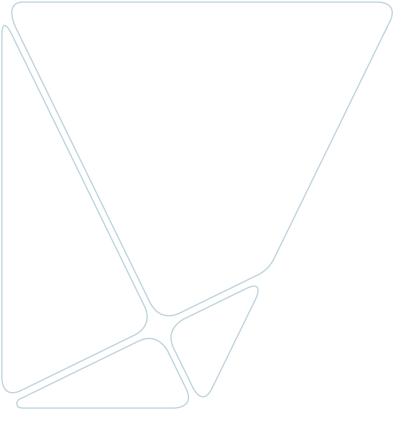




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To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



03

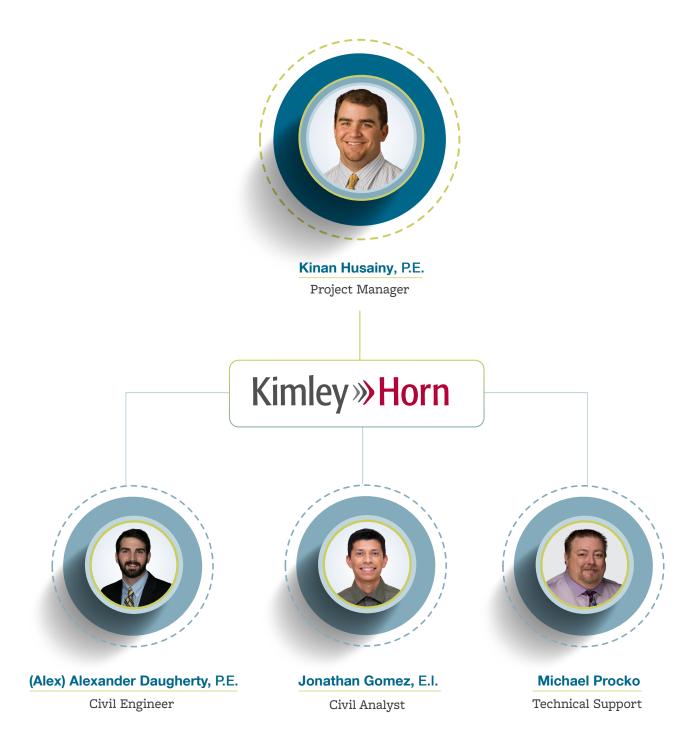
Standard Forms



					ARCHITECT – I	ENGINEER QUALIFICATIONS	}		
					PART I - CONTR	ACT SPECIFIC QUALIFICATIONS			
	-171 -	AND	100	ATION (City and State)	A. Co	ONTRACT INFORMATION			
E	Eng	inee	ring	Services for the LTC	C Ranch West Resid	lential CDD (Port St. Lucie, FL)			
		IC NO -202		DATE		3. SOLICITATION OR PROJECT N.A.	NUMBER		
					B. ARCHITECT	- ENGINEER POINT OF CONTACT			
		AND In H		ny, P.E., Vice Presid	ent				
		OF I		and Associates, Inc	.				
6. 7	TELEPHONE NUMBER 7. FAX NUMBER 8. E-MAIL ADDRESS 772-473-8575 N.A. Kinan.Husainy@kimley-horn.com								
	12-	4/3	-007	<u> </u>		C. PROPOSED TEAM	y-norm.com		
	(Chec	k)	(Com	plete this section for t	he prime contractor and all key subcontrac	tors.)		
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	PRIME	\-\rac{1}{1}	SUBCON-	9. FIRIVI	NAIVIE	IU. ADDRESS	11. ROLE IN THIS CONTRACT		
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	V			Kimley-Horn and Associates, Inc.		445 24th Street, Suite 200 Vero Beach, FL, 32960	Civil Engineering		
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D. (ORG	ANIZ	ZATI	ONAL CHART OF PRO		•	[X] (Attached)		

AUTHORIZED FOR LOCAL REPRODUCTION

Standard Forms



		KEY PERSONNEL PRO				
	NAME	13. ROLE IN THIS CONTI				4. YEARS EXPERIENCE
	Kinan Husainy, P.E.	Project Manager	•		OTAL	b. WITH CURRENT FIRM 13
	FIRM NAME AND LOCATION (City and State) Kimley-Horn and Associates, Inc., Vero Bea	ich, FL				<u> </u>
	EDUCATION (Degree and Specialization) Bachelor of Science / Civil Engineering			ENT PROFESSIONAL REGIST Professional Engineer	TRATIO	ON (State and Discipline)
18.	OTHER PROFESSIONAL QUALIFICATIONS (Publications, O) More than 14 years of experience as a Areas of expertise include land developermitting, utility system design, dewa Significant experience with large scale	a civil engineer. opment, grading, storr atering, construction p e commercial develop	nwater ma hasing, ar ment and	nd value engineering.	ewer	systems, site layout,
	[(1)	19. RELEVANT PI	ROJECTS	(0)) (=		
	(1) TITLE AND LOCATION (City and State) LTC Ranch Pod 1 Port St. Lucie, FL			PROFESSIONAL SERVICE Ongoing		OMPLETED CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.	.) AND SPECIFIC ROLE		X Check if project perfor	med v	vith current firm
a.	Project manager. Kimley-Horn is providing prodevelopment contains a total of 494 residential preliminary subdivision plat package, preliminatormwater management, erosion and sedime project includes the lift station design.	al lots at the completic ary design, permitting	on. Our sportses,	ecific services include n and final design. Prelin	naste ninary	r drainage design, / design includes
	(1) TITLE AND LOCATION (City and State)					DMPLETED
	Veranda Preserve West Residential Dev Port St. Lucie, FL	/elopment		PROFESSIONAL SERVICE 2018	S	CONSTRUCTION (If applicable) 2018
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		X Check if project perfor	med v	vith current firm
b.	Project manager. Kimley-Horn provided professional engineering services for this phased residential development. The first phas included 118 lots, the second phase included 86 lots, and the third phase of the project included an additional 119 lots, for a total 323 residential lots at the completion of all three phases. Our specific services included preliminary subdivision plat package, preliminary design, permitting services, and final design. Preliminary design included stormwater management, erosion, and sediment plans, paving and grading plans, and water and sewer plans. In addition, this project also included the lift station design					onal 119 lots, for a total of vision plat package, ment, erosion, and ed the lift station design.
	(1) TITLE AND LOCATION (City and State) Veranda Estates Residential Developme Port St. Lucie, FL	ent		PROFESSIONAL SERVICE Ongoing		OMPLETED CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		X Check if project perfor	med v	vith current firm
C.	Project manager. Kimley-Horn is providing prophases contain a total of 221 residential lots a preliminary design, permitting services, and find sediment plans, paving and grading plans, and	at the completion. Our nal design. Preliminar	specific s y design i	for this phased residen ervices include prelimin ncludes stormwater ma	tial de ary s nagei	evelopment. The two ubdivision plat package, ment, erosion, and
	(1) TITLE AND LOCATION (City and State)					MPLETED
	Hillcrest Country Club Redevelopment Hollywood, FL			PROFESSIONAL SERVICE 2017	S	CONSTRUCTION (If applicable) 2018
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		X Check if project perfor	med v	vith current firm
d.	Project manager. Kimley-Horn provided pr community. The Hillcrest Community is loc included due diligence, traffic engineering, plan; master utility plan; paving, grading, a through the City of Hollywood, Broward Co Department, and Florida Department of Tr	cated on Pembroke Ro and construction pha and drainage plans; ut bunty, South Florida V	oad and S se service ility plan; a Vater Man	outh Park Road on 163 es. Construction plans in and erosion control plar agement District (SFWI	acre nclud n. Per	s of land. Our services ed a master drainage mitting was obtained
	(1) TITLE AND LOCATION (City and State)			(2) YE	AR CC	MPLETED
	Del Webb at Tradition Port St. Lucie, FL			PROFESSIONAL SERVICE 2018		CONSTRUCTION (If applicable) 2020
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		X Check if project perform	rmed	with current firm
e.	Project manager. Kimley-Horn provided professingle-family residential community. Our servincluded horizontal control; erosion sediment water and sewer; and lift station pumping plan Management District (SFWMD), and Florida D	ces included due dilig control; stormwater m ns. The project require	ence and anagement anaprova	construction phase ser nt; dewatering; paving, als from St. Lucie Count	vices. gradii	Specific design plans ng, and drainage; onsite

	E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)							
12.	NAME	13. ROLE IN THIS CONTRACT	ney percenny	14	. YEARS EXPERIENCE			
	Alexander Daugherty, P.E.	Civil Engineer		a. TOTAL	b. WITH CURRENT FIRM 4			
	FIRM NAME AND LOCATION (City and State) Kimley-Horn and Associates, Inc., Vero Be	ach, FL		•				
	EDUCATION (Degree and Specialization) Bachelor of Science / Civil Engineering	F	URRENT PROFESSIONAL F L / Professional Engi		DN (State and Discipline)			
18.	OTHER PROFESSIONAL QUALIFICATIONS (Publications,	velopment and site civil serv nts. stormwater management, e	rosion and sedimentati	on control	design and inspection,			
	19. RELEVANT PROJECTS							
	(1) TITLE AND LOCATION (City and State)			(2) YEAR CO				
	LTC Ranch Pod 1 Port St. Lucie, FL		PROFESSIONAL SEF	l I	CONSTRUCTION (If applicable) Ongoing			
	 BRIEF DESCRIPTION (Brief scope, size, cost, et 	c.) AND SPECIFIC ROLE	X Check if project	performed v	vith current firm			
a.								
	(1) TITLE AND LOCATION (City and State)			(2) YEAR CO	MPLETED			
	Veranda Preserve West Residential De Port St. Lucie, FL	velopment	PROFESSIONAL SER	RVICES	CONSTRUCTION (If applicable) 2018			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, et	c.) AND SPECIFIC ROLE	X Check if project	performed v	vith current firm			
b.	Civil engineer. Kimley-Horn provided profess included 118 lots, the second phase included 323 residential lots at the completion of all th preliminary design, permitting services, and t sediment plans, paving and grading plans, at	d 86 lots, and the third phase ree phases. Our specific se final design. Preliminary des	e of the project included rvices included prelimining included stormwate	l an additic ary subdiv r manager	onal 119 lots, for a total of ision plat package, nent, erosion, and			
	(1) TITLE AND LOCATION (City and State)			(2) YEAR CO				
	Veranda Estates Residential Developm	nent	PROFESSIONAL SEF		CONSTRUCTION (If applicable) Ongoing			
	Port St. Lucie, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, et	AND SPECIFIC BOLF			• •			
c.	Civil engineer. Kimley-Horn is providing profection a total of 221 residential lots at the copreliminary design, permitting services, and feediment plans, paving and grading plans, at	essional engineering service ompletion. Our specific serv final design. Preliminary des	ices include preliminary ign includes stormwate	ential devel subdivision managen	lopment. The two phases on plat package, nent, erosion, and			
	(1) TITLE AND LOCATION (City and State)	na water and cower plane.		(2) YEAR CO				
	Hillcrest Country Club Redevelopment Hollywood, FL	i e	PROFESSIONAL SEF		CONSTRUCTION (If applicable) 2018			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, et	c.) AND SPECIFIC ROLE	X Check if project	performed v	vith current firm			
d.	d. Civil engineer. Kimley-Horn provided professional civil engineering services for the development of a 645-unit, multifamily community. The Hillcrest Community is located on Pembroke Road and South Park Road on 163 acres of land. Our services included due diligence, traffic engineering, and construction phase services. Construction plans included a master drainage plan; master utility plan; paving, grading, and drainage plans; utility plan; and erosion control plan. Permitting was obtained through the City of Hollywood, Broward County, South Florida Water Management District (SFWMD), Broward County Health Department, and Florida Department of Transportation (FDOT) District Four.							
	(1) TITLE AND LOCATION (City and State)			(2) YEAR CO				
	Del Webb at Tradition Port St. Lucie, FL		PROFESSIONAL SEF		CONSTRUCTION (If applicable) 2020			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, et	c.) AND SPECIFIC ROLE	X Check if project	performed v	vith current firm			
e.								

	E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)						
	NAME	13. ROLE IN THIS CONT	RACT	ŕ		4. YEARS EXPERIENCE	
	Jonathan Gomez, E.I.	Civil Analyst			a. TOTAL 2	b. WITH CURRENT FIRM 2	
	FIRM NAME AND LOCATION (City and State) Kimley-Horn and Associates, Inc., Vero Bea	ach, FL			<u> </u>		
	EDUCATION (Degree and Specialization) Bachelor of Science / Civil Engineering		FL / E	ENT PROFESSIONAL RI Engineering Intern		ON (State and Discipline)	
18.	 OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Areas of experience include land development and site civil services for large-scale residential, commercial projects, and mixed-use developments. Specific experience with drainage analysis, water quality assessments, roadway design, utility coordination, permitting assistance, and construction phase services. Software experience includes AutoCAD and Interconnected Channel and Pond Routing (ICPR). 						
	I	19. RELEVANT P	ROJECTS				
	(1) TITLE AND LOCATION (City and State) LTC Ranch Pod 1			(2 PROFESSIONAL SER	2) YEAR CO	OMPLETED CONSTRUCTION (If applicable)	
	Port St. Lucie, FL			Ongoing	VICES	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, et	c.) AND SPECIFIC ROLE		X Check if project pe	erformed w		
a.						opment. The development sign, preliminary udes stormwater	
	(1) TITLE AND LOCATION (City and State)				2) YEAR CO	MPLETED	
	Veranda Preserve West Residential De Port St. Lucie, FL	•		PROFESSIONAL SER	VICES	CONSTRUCTION (If applicable) 2018	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.	e.) AND SPECIFIC ROLE		X Check if project p	erformed v	with current firm	
b.	Civil analyst. Kimley-Horn provided profession included 118 lots, the second phase included 323 residential lots at the completion of all the preliminary design, permitting services, and fediment plans, paving and grading plans, at	l 86 lots, and the third ree phases. Our spec inal design. Prelimina	phase of t ific service ry design i	he project included s included prelimina ncluded stormwater	an additio ary subdiv manager	onal 119 lots, for a total of vision plat package, ment, erosion, and	
	(1) TITLE AND LOCATION (City and State)				2) YEAR CO		
	Veranda Estates Residential Developm Port St. Lucie, FL	ent		PROFESSIONAL SER Ongoing	VICES	CONSTRUCTION (If applicable) Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, et	a) AND SPECIFIC ROLE		X Check if project p	erformed v		
c.	Civil analyst. Kimley-Horn is providing profes contain a total of 221 residential lots at the or preliminary design, permitting services, and f sediment plans, paving and grading plans, at	sional engineering se ompletion. Our specific inal design. Prelimina	c services ry design i	his phased resident include preliminary ncludes stormwater dition, this project a	ial develo subdivisio manager Iso includ	opment. The two phases on plat package, ment, erosion, and es the lift station design.	
	(1) TITLE AND LOCATION (City and State)				2) YEAR CO		
	Hillcrest Country Club Redevelopment Hollywood, FL			PROFESSIONAL SER		CONSTRUCTION (If applicable) 2018	
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE X Check if project performed with current firm Civil analyst. Kimley-Horn provided professional civil engineering services for the development of a 645-unit, multifamily community. The Hillcrest Community is located on Pembroke Road and South Park Road on 163 acres of land. Our services included due diligence, traffic engineering, and construction phase services. Construction plans included a master drainage plan; master utility plan; paving, grading, and drainage plans; utility plan; and erosion control plan. Permitting was obtained through the City of Hollywood, Broward County, South Florida Water Management District (SFWMD), Broward County Health Department, and Florida Department of Transportation (FDOT) District Four.					5-unit, multifamily s of land. Our services ed a master drainage mitting was obtained	
	(1) TITLE AND LOCATION (City and State)				2) YEAR CO		
	Del Webb at Tradition			PROFESSIONAL SER	VICES	CONSTRUCTION (If applicable) 2020	
	Port St. Lucie, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.)	c.) AND SPECIFIC ROLE		X Check if project p	erformed v		
e. Civil analyst. Kimley-Horn provided professional civil engineering services for the development of a 230 family residential community. Our services included due diligence and construction phase services. Sp horizontal control; erosion sediment control; stormwater management; dewatering; paving, grading, an sewer; and lift station pumping plans. The project required approvals from St. Lucie County, South Flor District (SFWMD), and Florida Department of Environmental Protection (FDEP).						cre, four-phased, single- fic design plans included rainage; onsite water and	

F. EXAMPLE PROJEC QUAI (Present as many projects Com	20. EXAMPLE PROJECT KEY NUMBER					
21. TITLE AND LOCATION (City and State) Hillcrest Country Club Redevelopn	ent			EAR COMPLETED CONSTRUCTION (If applicable)		
Hollywood, FL				00.10	2018	
23. PROJECT OWNER'S INFORMATION						
a. PROJECT OWNER Pulte Home Company	b. POINT OF CONTACT NA Mr. Matt Nelson			c. POINT OF CONTACT TELEPHONE NUMBER 561.602.3253		

^{24.} BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Kimley-Horn provided professional civil engineering services for the development of a 645-unit, multifamily community. The Hillcrest Community is located on Pembroke Road and South Park Road on 163 acres of land. Our services included due diligence, traffic engineering, and construction phase services. Construction plans included a master drainage plan; master utility plan; paving, grading, and drainage plans; utility plan; and erosion control plan. Permitting was obtained through the City of Hollywood, Broward County, South Florida Water Management District (SFWMD), Broward County Health Department, and Florida Department of Transportation (FDOT) District Four.

	25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT						
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE				
a.	Kimley-Horn and Associates, Inc.	Vero Beach, FL	Civil Engineering Services				

F. EXAMPLE PROJECTS W QUALIFICA (Present as many projects as rec	20. EXAMPLE PROJECT KEY NUMBER 2				
21. TITLE AND LOCATION (City and State) Del Webb at Tradition Port St. Lucie, FL	one Section F for each project	22. YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) 2018 2020			RUCTION (If applicable)
	23. PROJECT OWNER'S	INFORMATION	ı		
a. PROJECT OWNER Pulte Home Company	b. POINT OF CONTACT NAMI Mr. Garett Dinsmore				EPHONE NUMBER

^{24.} BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Kimley-Horn provided professional civil engineering services for the development of a 230-acre, four-phased, single-family residential community. Our services included due diligence and construction phase services. Specific design plans included horizontal control; erosion sediment control; stormwater management; dewatering; paving, grading, and drainage; onsite water and sewer; and lift station pumping plans. The project required approvals from St. Lucie County, South Florida Water Management District (SFWMD), and Florida Department of Environmental Protection (FDEP).

	25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT							
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE					
a.	Kimley-Horn and Associates, Inc.	Vero Beach, FL	Civil Engineering Services					

F. EXAMPLE PROJECTS WHICH BEST IL QUALIFICATIONS FOR T (Present as many projects as requested by the Complete one Section F t	20. EXAMPLE PROJECT KEY NUMBER	
21. TITLE AND LOCATION (City and State) LTC Ranch Pod 1 Port St. Lucie, FL	PROFESSIONAL SERVICES Ongoing	YEAR COMPLETED CONSTRUCTION (If applicable) Ongoing
23. PROJE	CT OWNER'S INFORMATION	
a. PROJECT OWNER Midway Glades Developers, LLC b. POINT OF Austin B		OF CONTACT TELEPHONE NUMBER 0.7256

^{24.} BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Kimley-Horn is providing professional engineering services for this phased residential development. The development contains a total of 494 residential lots at the completion. Our specific services include master drainage design, preliminary subdivision plat package, preliminary design, permitting services, and final design. Preliminary design includes stormwater management, erosion and sediment plans' paving and grading plans, and water and sewer plans. In addition, this project includes the lift station design.

	25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT							
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE					
a.	Kimley-Horn and Associates, Inc.	Vero Beach, FL	Civil Engineering Services					

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)					20. EXAMPLE PROJECT KEY NUMBER
					4
21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED)
Veranda Preserve West Residential Port St. Lucie, FL	Development	PROFESSIONAL S		CONSTRUCTION (If applicable) 2018	
	23. PROJECT OWNER	'S INFORMATION			
a. PROJECT OWNER Veranda St. Lucie Land Holdings, LLC	b. POINT OF CONTACT NA Austin Burr	ME	c. POINT OF CONTACT TELEPHONE NUMBER 904.910.7256		

^{24.} BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Kimley-Horn provided professional engineering services for this phased residential development. The first phase included 118 lots, the second phase included 86 lots, and the third phase of the project included an additional 119 lots, for a total of 323 residential lots at the completion of all three phases. Our specific services included preliminary subdivision plat package, preliminary design, permitting services, and final design. Preliminary design included stormwater management, erosion and sediment plans, paving and grading plans, and water and sewer plans. In addition, this project also included the lift station design.

a. Kimley-Horn and Associates, Inc. (2) FIRM LOCATION (City and State) (3) ROLE (3) ROLE (4) Civil Engineering Services		25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT									
a. Kimley-Horn and Associates, Inc. Vero Beach, FL Civil Engineering Services		(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE							
	a.	Kimley-Horn and Associates, Inc.	Vero Beach, FL	Civil Engineering Services							

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, If not specified.					20. EXAMPLE PROJECT KEY NUMBER		
	CATION (City and State)	one Section F for each proje	22. YEAR COMPLETED				
Port St. Luc	states Residential Developm cie, FL	ent	PROFESSIONAL SERVICES CONS Ongoing			TRUCTION (If applicable) Ongoing	
		23. PROJECT OWNER	S INFORMATIO	N			
a. PROJECT OWI Veranda St. LLC	NER . Lucie Land Holdings,	b. POINT OF CONTACT NAME Austin Burr	ME	c. POINT OF CONT 904.910.7256	LEPHONE NUMBER		

Kimley-Horn is providing professional engineering services for this phased residential development. The two phases contains a total of 221 residential lots at the completion. Our specific services include preliminary subdivision plat package, preliminary design, permitting services, and final design. Preliminary design includes stormwater management, erosion and sediment plans, paving and grading plans, and water and sewer plans. In addition, this project also includes the lift station design.

a. Kimley-Horn and Associates, Inc. (2) FIRM LOCATION (City and State) (3) ROLE (3) ROLE (4) Civil Engineering Services		25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT								
a. Kimley-Horn and Associates, Inc. Vero Beach, FL Civil Engineering Services		(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE						
	a.	Kimley-Horn and Associates, Inc.	Vero Beach, FL	Civil Engineering Services						

^{24.} BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

	G. KEY PERSONNEL PARTI	CIPATIO	N IN EX	AMPLE	PROJE	стѕ					
26. NAMES OF KEY PERSONNEL (From Section E, Block 12	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	(F	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. lace "X" under project key number for participation in same or similar role.)								
		1	2	3 X	4 X	5	6	7	8	9	10
Kinan Husainy, P.E.	Project Manager	Х	Х	X	X	Х					
Alexander Daugherty, P.E.	Civil Engineer	Х	Х	Х	Х	Х					
Jonathan Gomez	Gomez Civil Analyst			Х	Х	Х					
No 1	29. EXAMPLE						D. E. E. E.	0.155=	<i>-</i>		
	EXAMPLE PROJECT (From Section F)		1O. 6	7	TITLE OF	- EXAM	PLE PR	OJECT (From Se	ection F)	
	Hillcrest Country Club Redevelopment Del Webb at Tradition										
	LTC Ranch Pod 1										
4 Veranda Prese	Veranda Preserve West										
5 Veranda Estate	 S		10								

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Overview and History

Founded in 1967, Kimley-Horn is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, and environmental services to clients in both the private and public sectors. Over the years, we have grown from a small group of engineers and planners to one of the most respected consulting engineering firms in the nation—and a recognized leader in land development. Today, Kimley-Horn has over 4,600 employees in more than 90 offices across the United States and in Puerto Rico, offering a full range of consulting services to local, regional, national, and international clients.

Engineering News-Record (ENR) annually compiles and publishes the rankings of the 500 largest U.S. design firms (architectural and engineering firms), measured by gross revenues. Kimley-Horn's sound growth and stability is reflected in its steady rise on ENR's top 500 list. The firm first appeared on the list in 1981, when it ranked 421st. In 2020, Kimley-Horn ranked 17th overall and 8th among the top 100 "pure design firms." This growth has been accompanied by a steadfast commitment to providing responsive client service and pursuing continuous quality improvement.

In addition, *ENR* named Kimley-Horn the 2015 Southeast Design Firm of the Year. The following awards provide even more insight into Kimley-Horn's culture:

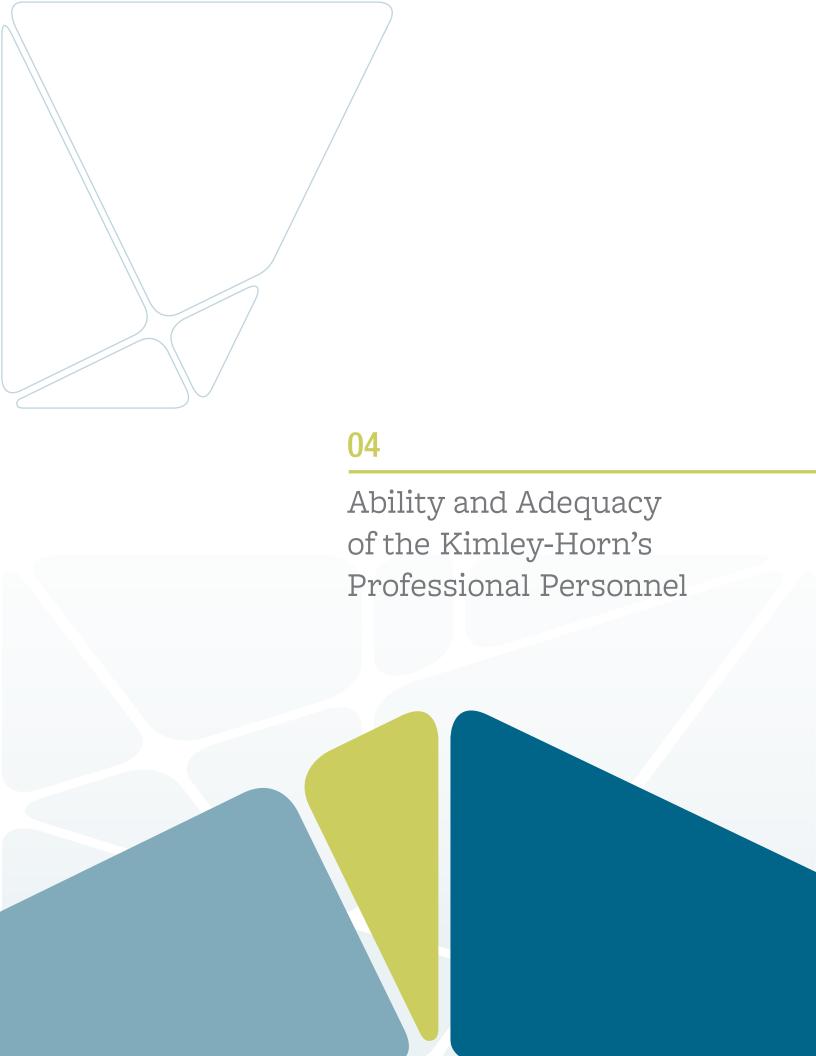
- The firm has appeared on *Fortune* magazine's list of the **100 Best Companies To Work For** 14 times: for six years from 2005 through 2010, and from 2014 through 2021. In 2021, we rank 30th.
- Ranked the #1 Civil Engineering Firm To Work For by CE News in 2004, 2006, and 2007. Kimley-Horn is the only firm to have been selected for this honor three times.
- Each year since 2008, Kimley-Horn has also been recognized by ENR as one of the nation's "Top Green Design Firms." More than 100 of our professionals across the firm have earned LEED accreditations.

	REPRESENTATIVE a statement of facts.
31. SIGNATURE	32. DATE
Can in Radi-	8/5/2021
33. NAME AND TITLE	

Kevin Roberson, P.E., CPESC, LEED AP, QSD/P

	ARCHITECT - ENGINE								
	(If a firm has brough		- GENERA						
2a FIRM (or	(IT A TIFM NAS DIANCN Branch Office) NAME	oπices, c	ompiete for	eacn spe	ecitic bra	anch office seeking work.) 3. YEAR ESTABLISHED 4. UNIQUE EN	TITY IDENTIFIER		
Kimley-	Horn and Associates, Inc.					1987 06109913			
2b. STREET 445 24t	h Street, Suite 200					a. TYPE 5. OWNERSHIP			
2c. CITY			2d. STATE	2e. ZIP C	DDE	Corporation			
Vero Be	each		FL	3296	0-5169	b. SMALL BUSINESS STATUS			
	F CONTACT NAME AND TITLE Husainy, P.E., Vice President			•		NO 7. NAME OF FIRM (If block 2a is a branch office	ce)		
6b TELEPHO	ONE NUMBER	6c F-MAI	L ADDRESS			APHC, Inc.			
772.794			n.Husainy@k	imley-hor	n.com				
	8a. FORMER FIRM	NAME(S) (If	any)			8b. YEAR ESTABLISHED 8c. UNIQUE EN	ITITY IDENTIFIER		
	A FAIDLOVEES BY DISSIDI	INIT		Г	10.	PROFILE OF FIRM'S EXPERIENCE			
	9. EMPLOYEES BY DISCIPL	IINE		A۱	ID ANNU	AL AVERAGE REVENUE FOR LAST 5	YEARS		
a. Function Code	b. Discipline	c. No. of (1) FIRM	Employees (2) BRANCH	a. Profile Code		b. Experience	c. Revenue Index Number (see below)		
02	Administrative	315	8	A06	Airports	; Terminals; & Hangars; Freight	1		
08	CADD Technicians	172	7	B02	Bridge I		1 7		
12	Civil Engineers	1867	22	C10	1	ercial Building; (low rise); Shopping			
24	Environmental Scientists	47	1	C11		unity Facilities 1			
38	Land Surveyors	18	2	E09		nmental Impact Studies, Assessments 2 nmental Planning 2			
48 65	Project Managers Technical Support	151 683	8	E11 F05		sic Engineering 1			
58	Technician/Analysts	854	5	G01		es; Vehicle Maintenance Facilities;			
60	Transportation Engineers	351	2	H07		ays; Streets; Airfield Paving; Parking 5			
				H09	Hospita	ls & Medical Facilities	3		
				H10	Hotels;		2		
				H11	- '	g (Residential, Multifamily,	6		
				L03		ape Architecture	3		
				O01 P05	+	Building; Industrial Parks g (Community; Regional; Areawide &	1		
				R04		tional Facilities (Parks; Marinas; etc.)	2		
				R13	1	ay Design	1		
				S04	Sewage	Collection, Treatment & Disposal	1		
				S10		ng; Platting; Mapping; Flood Plain	3		
			_	T03		& Transportation Engineering	2		
	Other Employees Total	912 5370	59	U02 W03	+	Renewals; Community Development Supply; Treatment and Distribution	6 2		
11. ANNUAL A	AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM	3370	•		•	ICES REVENUE INDEX NUMBER			
(Insert re	FOR LAST 3 YEARS venue index number shown at right)	1. Less than \$100,000 2. \$100,000 to less than \$250,000			 \$2 million to less than \$5 million \$5 million to less than \$10 million 				
a. Federal Wo	rk 1		0,000 to less than			8. \$10 million to less than \$25 million	n		
b. Non-Federa	<u> </u>		0,000 to less than			9. \$25 million to less than \$50 million	n		
c. Total Work	_	ე. ֆ1 n	nillion to less that	ıı ⊅∠ ıılılılın		10. \$50 million or greater			
			JTHORIZED R						
a. SIGNATU						b. DATE			
Cem in Re	39-					8/5/2021			

Kevin Roberson, P.E., CPESC, LEED AP, QSD/P



Ability and Adequacy of the Kimley-Horn's Professional Personnel



Kinan Husainy, P.E.

Kinan has more than 14 years of civil engineering experience. He has extensive experience in the design and project management of large-scale residential communities, commercial projects, and mixed-use developments. Kinan is well-versed in the specific requirements for both multifamily developments and single-family communities. His specific areas of engineering expertise include land development, grading, stormwater management, water and sewer systems, site layout, permitting, utility system design, dewatering, construction phasing, and value engineering. Kinan received his degree in Civil Engineering from Florida State University and is a registered Professional Engineer in Florida. He is a member of the International Council of Shopping Centers (ICSC).



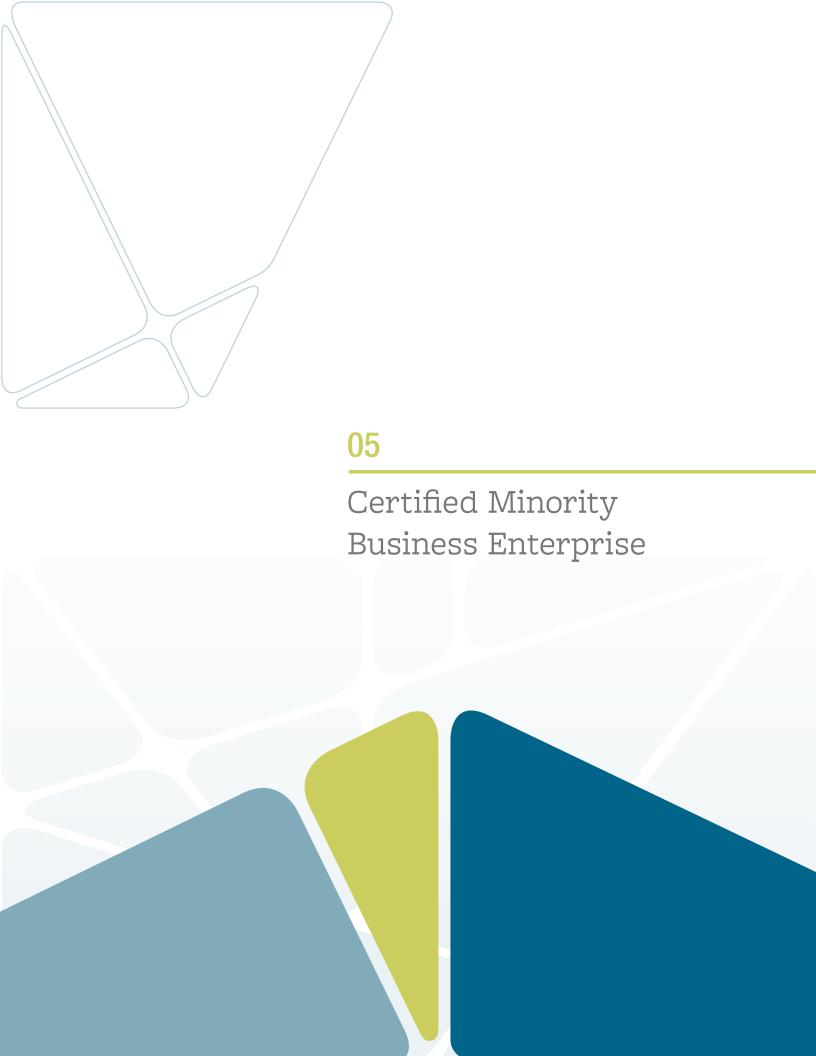
Alex (Alexander) Daugherty, P.E.

Alex is a professional civil engineer with more than four years of experience providing land development and site civil services for large-scale residential communities, commercial projects, and mixed-use developments. His responsibilities include many aspects of site civil design services, including site design, stormwater management, erosion and sedimentation control design and inspection, Americans with Disabilities Act (ADA) accessibility, utility systems, agency permitting throughout the state of Florida, and construction phase services. Alex received his degree in civil engineering from the University of Florida.



Jonathan Gomez, E.I.

Jonathan is a civil engineering analyst with more than two years of experience working on a variety of land development projects, including large-scale residential, commercial projects, and mixed-use developments. His specific tasks include drainage analysis, water quality assessments, roadway design, utility coordination, permitting assistance, and construction phase services. His software experience includes AutoCAD and Interconnected Channel and Pond Routing (ICPR). He received his Bachelor of Science in Civil Engineering from the University of Florida.



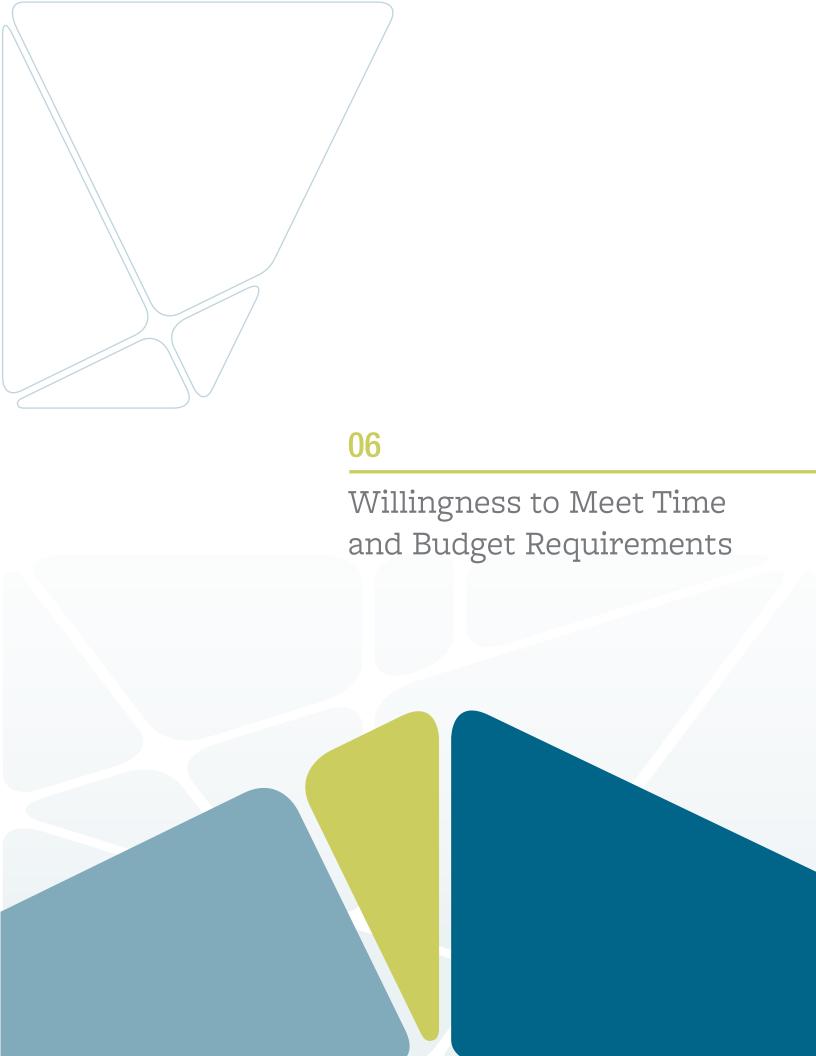
Certified Minority Business Enterprise

Although Kimley-Horn is not a certified minority business, we have company policy of meeting or exceeding our clients' minority business participation goals. Through corporate policies and philosophy, our firm actively seeks to encourage and promote the use of MBE/WBE/SDVOSB firms. We provide interested minority firms/women owned firms/service-disabled veteran-owned small businesses with the opportunity to serve as subconsultants on our teams and we actively seek to increase our large database of qualified MBE/WBE firms for use on future projects. Our aggressive MBE/WBE/SDVOSB utilization policy ensures that Kimley-Horn is consistently furthering the positive economic development momentum advocated by the state of Florida using minority/women-owned/service-disabled veteran-owned businesses.





Kimley » Horn



Applicant's Willingness to Meet Time and Budget Requirements

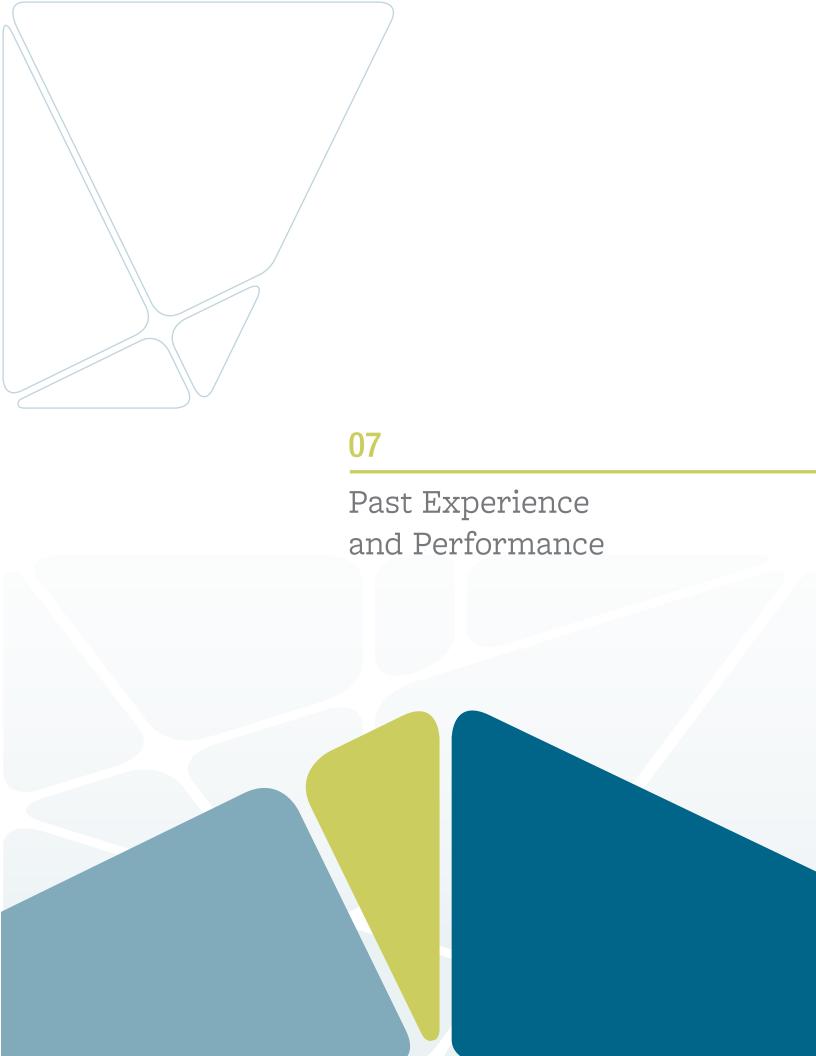
Kimley-Horn has a proven record of performing on time and within budget. The key to our success is managing the right resources at the right time. We emphasize project management using bimonthly effort reports that give our project managers up-to-date staffing and expense information related to their projects. This information enables them to continuously monitor the status of project cost, cost control effectiveness, and schedule. Kimley-Horn often schedules bi-monthly telephone meetings with our clients to communicate the project's progress.

Frequent communication and a clear definition of the responsibilities of team members are critical elements in maintaining schedules. With that in mind, our project-specific work plan identifies critical project milestones and deliverable dates. We then will actively manage our team resources to meet the agreed-upon schedules and keep your project on track.









Past Experience and Performance

As one of the country's premier land development consulting firms, Kimley-Horn has many areas of expertise. But we are primarily known for one thing: making our clients successful. From site selection to initial design and on through construction, our civil engineers and land planners consult extensively with our traffic engineers, landscape architects, and environmental engineers to ensure a fully-integrated design, fulfilling your goals and maximizing your return on investment.

Kimley-Horn has provided planning, engineering, and landscape architecture services for single-family developments for more than 54 years. As a multidisciplinary firm, we can assist in every phase of your project's development, from site evaluation and selection to construction observation. Our involvement in the early planning stages helps maximize yields, reduce construction costs, and leave more money for landscaping and amenities that impress buyers and help developments retain long-term value. By bringing all these consulting services in-house, Kimley-Horn has simplified the process, making the realization of your project as quick and efficient as possible.

Specific services include the following:



Predevelopment/due diligence services



Land planning and entitlements



Land development services



Site civil engineering



Stormwater management



Water/wastewater treatment and collection systems



Paving and drainage



Utility design and coordination



Parking planning and design



Building structures



Roadway and bridge design



Geographic Information Systems (GIS)



Surveying/platting



Zoning testimony and assistance



Noise and air sampling, modeling, and forecasting



Project scheduling



Permitting and approvals



Construction administration and observation



Past Experience as a District Engineer for Community Development Districts

Kimley-Horn provides urban and development planning and landscape architectural services for a wide variety of public and private clients throughout Florida and the United States. Throughout our 54-year history, we have served numerous local governments in Florida and are proud of the role we play in shaping the development, and in many cases, the redevelopment of Florida's communities. A hallmark of our services to clients is our ability to provide a full range of services for a multitude of urban and transportation planning and public infrastructure improvements. Our multi-disciplined teams can take your projects from inception through implementation—all the while keeping your initial goals for your projects at the forefront of each step of the process.

A few examples of our range of services include:

- » Helping two new communities in Miami-Dade County develop their first comprehensive plan.
- » Creating a form-based code for the Southwest Neighborhood in the City of Homestead to guide a return to a traditional neighborhood.
- » Assisting several communities with their evaluation and appraisal reports and related comprehensive plan amendments.
- » Helping initiate regional activity centers and transportation concurrency exception areas.
- Teaming with developers and communities to develop design guidelines for specific projects.

- » Site plan review, traffic, and other concurrency reviews.
- » Engaging the public in design, visioning, and transportation workshops and charrettes for several communities.
- » Performing traffic studies and transportation planning including a transit-oriented design feasibility study, transportation master plans, transportation concurrency management database, and multiple parking and downtown parking garage studies.
- » Kimley-Horn's varied planning experience for other Florida communities allows us to evaluate the assets a community offers and leverage them into the community's vision.

Our approach to tasks includes the following key elements:

- » Close cooperation and integration with you and your staff
- » Public involvement efforts that respects the various attitudes, backgrounds, and goals of the community
- » Full knowledge and experience of the state-mandated Comprehensive Planning process and innovative planning tools available
- » Connecting the assets of the community to create
- » Implementation-based recommendations

Community Development Districts Kimley-Horn has served in Florida:

- » Boca Royale CDD, Englewood, FL
- » Lakewood Ranch CDD, Sarasota, FL
- » Central Parc CDD, North Port, FL
- » City Center CDD, Polk County, FL
- » Grove Resort CDD, Winter Garden, FL
- » Miami World Center CDD, Miami, FL
- » Premium Point CDD, St. Augustine, FL
- » Reserve CDD, Port St. Lucie, FL
- » Rivington CDD, Debary, FL
- » The District CDD, Jacksonville, FL
- » Westridge CDD, Polk County, FL
- » Oakmont Grove CDD, Polk, FL
- » Victor Posner City Center CDD, Polk County, FL
- » Hawthorne Mill CDD, Lakeland, FL
- » Fox Branch Ranch CDD, Lakeland, FL
- » Mills Park CDD, Orlando, FL
- » Bonnet Creek CDD, Winter Park, FL
- » Bayi CDD, Ocala, FL
- » Bay Laurel Center CDD, Ocala, FL
- » Coastal Lake CDD, Panama City Beach, FL
- » The Villages CDD, The Villages, FL
- » Village Center CDD, The Villages, FL
- » Midtown Miami CDD, Miami, FL
- » Sumter Landing CDD, The Villages, FL

- » Mayfair CDD, Lake Wales, FL
- » Kenmare at Lake Annie CDD, Dundee, FL
- » Greyhawk Landing CDD, Manatee County, FL
- » Waterlefe CDD, Tampa, FL
- » Venetian CDD, Sarasota, FL
- » Blackburn Creek CDD, Sarasota, FL
- » Highlands CDD, Hillsborough County, FL
- » Mills & Nebraska CDD, Orlando, FL
- » Cottages Silver Oaks CDD, Zephyrhills, FL
- » Boynton Village CDD, Boynton Beach, FL
- » Sarasota National CDD, Sarasota, FL
- » Stoneybrook at Venice CDD, Sarasota, FL
- » Tara CDD, Bradenton, FL
- » Legends Bay CDD, Sarasota, FL
- » Beacon Lakes CDD, Miami, FL
- » Manatee River CDD, Bradenton, FL
- » Arbor Greene CDD, Tampa, FL
- » Cross Creek CDD, Bradenton, FL
- » Veranda CDD, Port St. Lucie, FL
- » Parkland Preserve CDD, St. Augustine, FL
- » River Road at Center Road CDD, Sarasota, FL
- » Fox Branch Ranch CDD, Lakeland, FL
- » Lake Annie CDD, Dundee, FL
- » Parkland Preserve CDD, St. Augustine, FL

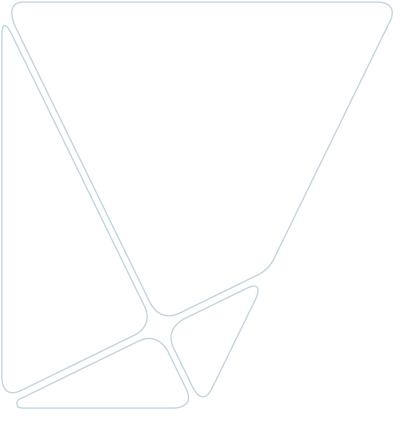


St. Lucie County Experience

For more than 34 years, Kimley-Horn staff has worked with St. Lucie County, assisting our private and public clients in a wide variety of disciplines. Through these engagements, we have developed strong relationships with key decision makers. Kimley-Horn's current and prior work for the City includes design, parks, traffic signal design, environmental studies, traffic studies, parking studies, handicap accessibility improvement designs, and stormwater feasibility and expansion studies. The ability to discuss project issues and solutions with County staff—coupled with our track record of successfully meeting their objectives on previous efforts—will allow us to efficiently and effectively resolve any concern that may arise.

Our team members all have regular interaction with the local regulatory agencies and are familiar with the permitting processes and regulations. Around the firm, our engineers, landscape architects, environmental scientists, and planners maintain regular contact with virtually all key regulatory agencies and their decision makers throughout the state of Florida. This rich network of interpersonal relationships enables us to provide expeditious services relative to agency reviews and approvals.

Our staff members make it a habit to stay informed about the latest changes and status of rules affecting the permitting process. Our staff not only understands agency procedures, but also their expectations, enabling us to minimize delays and rework of our clients' submittals. Our engineers and planners maintain close working relationships with staff at agencies such as Southwest Florida Water Management District (SWFWMD), Army Corps of Engineers (ACOE), FDOT, Florida Department of Environmental Protection (FDEP), and the Department of Community Affairs (DCA), as well as local permitting agencies.



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Geographic Location



Geographic Location of the Applicant's Headquarters and Offices

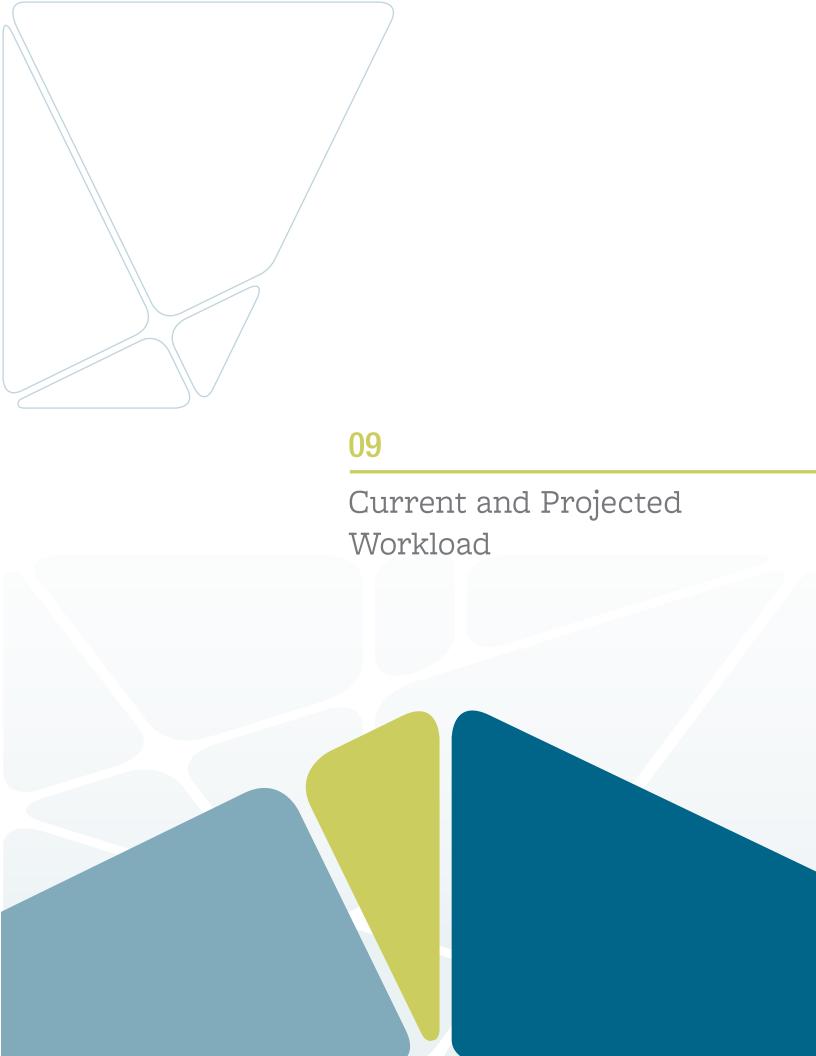


Kimley-Horn's Vero Beach office will serve as the primary office to provide a dependable local partnership. This office is located at:

445 24th St Suite 200 Vero Beach, FL 32960 772 794 4100

Kimley-Horn's Corporate Headquarters is located at:

One Bank of America Plaza 421 Fayetteville Street, Suite 600 Raleigh, NC 27601 919 677 2000 San Juan, Puerto Rico



Current and Projected Workload

The Kimley-Horn team has availability that will allow us to make the LTC Ranch West Residential Community Development District a priority from day one of this contract. Although the team has a current workload, our "cast-ahead" system, described below, allows us to properly identify staff availability on a weekly, monthly, and six-month basis.

Meeting your schedule for deliverables is not just a goal to us—it is a mandate. Schedule control is inherently tied to people. Together, their experiences, vision, management styles, and philosophies affect all components of a project approach and its execution. The team's previous experiences and lessons learned from projects and assignments will be invaluable to us in serving the District. Our approach will identify realistic goals, develop a focused action plan that addresses only those items necessary to accomplish the goals, anticipate the implications of decisions made in early phases to future phases, and prepare a mechanism for addressing unexpected challenges. This approach builds the framework for completing successful projects both on schedule and within budget.

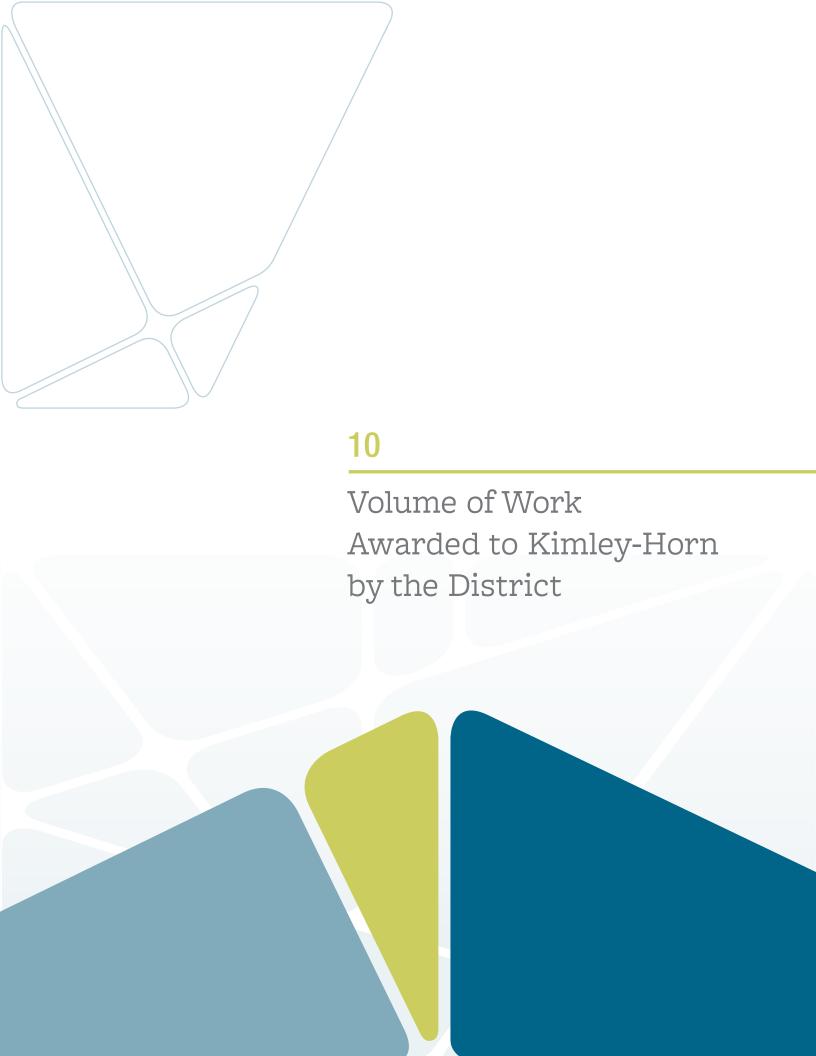
The Cast-Ahead System

Kimley-Horn uses a Management Information System (MIS) to continuously track our financial performance and productivity. One of the key elements of the MIS is a reliable forecasting process we call the cast-ahead system. The cast-ahead system is accessible by all project managers throughout the company. It is the primary means of tracking and evaluating our staffing needs. Updated monthly by our project managers, the cast-ahead system forecasts our workload for the next month and the upcoming six-month period. The cast-ahead process ensures that sufficient staff and hours are available to meet project schedules.

The input required of project managers includes individual project names, as well as requests for specific personnel to work on these projects for a specified number of weeks. The combined input from all project managers is compiled and distributed in the form of a report to all project managers and regional management for review and discussion at the monthly cast-ahead meeting.

Work overloads or shortages for specific personnel, individual offices, and disciplines are tabulated and addressed at the meeting. Where possible, these imbalances are resolved through internal shifts of personnel between offices. The objective is to balance the workload in a manner that maximizes the use of production staff, while ensuring that all project requirements and client deadlines are met.

Based on his review of our cast-ahead reports, our project manager **Kinan Husainy**, P.E. has determined that the proposed team is readily available and fully capable to begin serving the District immediately. At this time, we foresee no barriers to providing you with timely service for this contract.

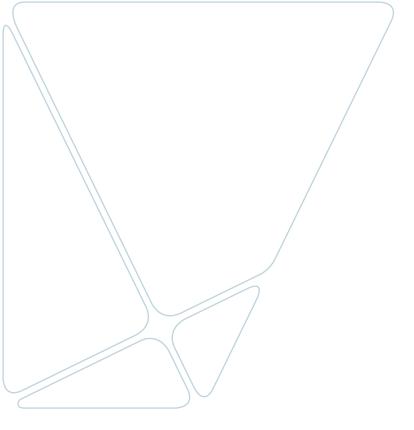


Volume of Work Awarded to Kimley-Horn by the District

Kimley-Horn has been awarded the following work by the District:

- » Annual Monitoring (2000-2005)
- » Transportation Analysis (2006)
- » D.O. Retrofit (2002)





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Dedicated Staff

Dedicated Staff

Kinan Husainy, P.E. will be your single point of contact for District meetings, construction services, and other engineering tasks.





LDRS32030.2021







SUPERVISOR REQUESTS

ADJOURNMENT