INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Canterwood Acres Community Development District

June 11, 2026

Agenda Package

TEAMS MEETING INFORMATION

MEETING ID: 221 592 296 674 667 PASSCODE: NA3UR33Y

https://teams.microsoft.com/meet/221592296674667?p=78tA4Vcv3KUbtJtemL

2005 PAN AM CIRCLE SUITE 300
TAMPA, FLORIDA 33607

CLEAR PARTNERSHIPS

C COLLABORATION
L LEADERSHIP
E EXCELLENCE
A ACCOUNTABILITY
R RESPECT

Canterwood Acres
Community Development District

Board of Supervisors
Tony Tabshe, Chairman
Dawson Ransome, Vice Chairperson
Eric Davidson, Assistant Secretary
Carla Tabshe, Assistant Secretary
Joe Tabshe, Assistant Secretary

District Staff
Bryan Radcliff, District Manager
Vivek K. Babbar, District Counsel
Michael W. Radcliffe, District Engineer
Natasha Sowani, District Accountant
Kelly Dattler, District Admin

Public Hearings and Regular Meeting Agenda

Thursday, June 11, 2026, at 12:00 p.m.

The Regular Meeting of the **Canterwood Acres Community Development District** will be held on **June 11, 2026** at **12:00 p.m.** at the **Courtyard Ocala by Marriott 3712 SW 38th Avenue, Ocala, FL 34474.** Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

https://teams.microsoft.com/meet/221592296674667?p=78tA4Vcv3KUbtJtemL

Meeting ID: 221 592 296 674 667 **Passcode:** NA3UR33Y

Dial-in by Phone: +1 (646) 838-1601 **Pin:** 122 455 362#

THE REGULAR MEETING OF BOARD OF SUPERVISORS

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENTS**

   (Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)
3. **PUBLIC HEARING ON ADOPTING THE UNIFORM METHOD OF COLLECTION**

   A. Open Public Hearing on Adopting Uniform Method of Collection

   B. Staff Presentations

   C. Public Comment

   D. Close Public Hearing on Adopting Uniform Method of Collection

   E. Consideration of Resolution 2026-31; Adopting Uniform Method of Collection
4. **PUBLIC HEARING ON ADOPTING RULE OF DEVELOPMENT**

   A. Open Public Hearing on Adopting Rule of Development

   B. Staff Presentations

   C. Public Comment

   D. Close Public Hearing on Adopting Rule of Development
5. **PUBLIC HEARING ON ADOPTING UNIFORM RULES OF PROCEDURE**

   A. Open Public Hearing on Adopting Uniform Rules of Procedure

   B. Staff Presentations

   C. Public Comment

D. Close Public Hearing on Adopting Uniform Rules of Procedure

E. Consideration of Resolution 2026-32; Adopting Uniform Rules of Procedure

6. PUBLIC HEARING ON ADOPTING FY2026 PROPOSED OPERATIONS BUDGET

A. Open Public Hearing on Adopting FY2026 Proposed Operations Budget

B. Staff Presentations

C. Public Comment

D. Close Public Hearing on Adopting FY2026 Proposed Budget

E. Consideration of Resolution 2025-33; Adopting the FY2026 Budget

7. RETURN TO REGULAR MEETING

8. BUSINESS ITEMS

A. Consideration of FY2026-2027 Developer Budget Funding Agreement

9. CONSENT AGENDA

A. Approval of May 4, 2026 Landowners' & Regular Meeting Minutes

10. STAFF REPORTS

A. District Counsel

B. District Engineer

C. District Manager

11. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

12. ADJOURNMENT

RESOLUTION 2026-31

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF COLLECTION FOR ANY NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED NOW OR IN THE FUTURE BY THE DISTRICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Canterwood Acres Community Development District (the "**District**") is a local unit of special-purpose government that was established pursuant to the provisions of Chapter 190, Florida Statutes (the "**Act**") and is located in Marion County (the "**County**");

WHEREAS, the Act authorizes the Board of Supervisors of the District (the "**Board**") to levy non-ad valorem special assessments for the purposes authorized by the Act and Chapter 170, Florida Statutes ("**Special Assessments**") using the procedures provided in the Act, Chapter 170, and Chapter 197, Florida Statutes;

WHEREAS, the Board levied and/or may need to levy Special Assessments in the future to provide necessary funds: (1) for the administrative operations of the District, (2) to construct or acquire any facilities and projects of the District, (3) to maintain and preserve any facilities and projects of the District, and (4) to enable the District to provide any other services authorized by law;

WHEREAS, the Act authorizes the District, at its sole discretion, to collect and enforce its Special Assessments pursuant to the provisions of the Act, Sections 197.3631, 197.3632, and 197.3635, Chapter 170, or Chapter 173, Florida Statutes;

WHEREAS, Section 197.3632, Florida Statutes authorizes the District to use the uniform method of collection (the "**Uniform Method of Collection**") to collect its Special Assessments if the District certifies its non-ad valorem assessment roll to the County Tax Collector, which enables the Special Assessments, or the portion thereof that is certified, to be collected on the annual tax bill and enforced pursuant to Florida law;

WHEREAS, the Board finds that use of the Uniform Method of Collection can result in the more efficient and effective collection and enforcement of certain Special Assessments levied by the District which are certified for collection using the Uniform Method of Collection; and

WHEREAS, in accordance with the requirements of Section 197.3632, Florida Statutes, the Board caused notice of a public hearing on its intent to use the Uniform Method of Collection to be advertised weekly in a newspaper of general circulation within the County for 4 consecutive weeks prior to such hearing and held the public hearing prior to the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. The above recitals are true and correct and by this reference are incorporated as a material part of this Resolution.

2. The Board hereby expresses its intent to use the Uniform Method of Collection for any Special Assessments levied by the Board, now and in the future, on any properties within the boundaries of the District pursuant to the legal description included in **Exhibit A**, attached hereto and incorporated herein.

3. The Special Assessments, which may be collected annually pursuant to the provisions of the Act, and the District's use of the Uniform Method of Collection may continue in any given year when the Board determines that use of the Uniform Method of Collection for that year is in the best interests of the District.

4. The District's Secretary is authorized to provide the County Property Appraiser and County Tax Collector 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.

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

6. This Resolution shall become effective upon its adoption and shall remain in effect unless rescinded or repealed.

Passed and Adopted on June 11, 2026.

Attest:	**Canterwood Acres** **Community Development District**
By:_____	_____
Name:_____	Name:_____
☐Secretary/☐Assistant Secretary	☐Chair/☐Vice Chair of the Board of Supervisors

Exhibit A: Legal Description of District Boundaries

SKETCH OF LEGAL DESCRIPTION
FOR
CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT

LEGAL DESCRIPTION:

CANTERWOOD ACRES WEST PARCEL
COMMENCING AT THE N.E. CORNER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, GO THENCE ALONG THE CENTERLINE OF BELMONT BOULEVARD N89°47'13"W A DISTANCE OF 2102.61 FEET TO A POINT; THENCE BY A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2400 FEET AND A CENTRAL ANGLE OF 21°35'51" THRU AN ARC DISTANCE OF 904.67 FEET TO A POINT; THENCE GO S21°48'38"W A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BELMONT BLVD., ALSO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE N.W. CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 955, AT PAGE 613; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE GO S02°13'58"W A DISTANCE OF 1722.72 FEET TO A POINT; THENCE N83°50'00"E A DISTANCE OF 62.14 FEET TO A POINT AT THE N.W. CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 908, PAGE 557, THENCE S00°36'37"W A DISTANCE OF 442.31 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES, AS RECORDED IN PLAT BOOK 1, PAGES 13–14; THENCE N89°23'23"W ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES 365.67 FEET TO A POINT; THENCE N00°44'15"W ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES 190.76 FEET TO A POINT; THENCE S81°46'49"W ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES 565.89 FEET TO A POINT; THENCE N62°07'27"W ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES 240.00 FEET TO A POINT; THENCE CONTINUE ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES BY A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 186.99 FEET, A CENTRAL ANGLE OF 51°30'00" AND THRU AN ARC DISTANCE OF 168.07 FEET TO A POINT; SAID POINT BEING THE POINT OF TANGENCY OF SAID CURVE; THENCE S01°30'00"E ALONG THE WEST BOUNDARY OF AFORESAID ALEJANDRIA ESTATES 198.05 FEET; THENCE S88°30'00"W ALONG SAID NORTHERLY BOUNDARY OF ALEJANDRIA ESTATES 60.00 FEET TO A POINT; THENCE N01°30'00"W A DISTANCE OF 198.05 FEET TO A POINT; THENCE BY A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 246.99 FEET, A CENTRAL ANGLE OF 72°27'04" AND THRU AN ARC DISTANCE OF 312.39 FEET TO A POINT; THENCE N19°02'19"W A DISTANCE OF 1387.37 FEET TO A POINT; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF BELMONT BLVD.; THENCE GO ALONG SAID SOUTH RIGHT OF WAY LINE OF BELMONT BLVD. BY A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2040 FEET, A CENTRAL ANGLE OF 14°54'01" AND THRU AN ARC DISTANCE OF 530.52 FEET TO A POINT; THENCE N56°03'40"E A DISTANCE OF 377.76 FEET TO A POINT; THENCE BY A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 835.00 FEET, A CENTRAL ANGLE OF 55°44'58" AND THRU AN ARC DISTANCE OF 812.46 FEET TO THE POINT OF BEGINNING.
EXCEPT ANY PORTION OF THE ABOVE DESCRIBED LAND LYING IN SECTION 21, TOWNSHIP 16 SOUTH, RANGE 21 EAST.

CANTERWOOD ACRES EAST PARCEL
COMMENCING AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE GO ALONG THE EAST LINE OF SAID SECTION 28, S00°36'37"W, A DISTANCE OF 40.00 FEET; THENCE GO ALONG THE SOUTH RIGHT OF WAY LINE OF BELMONT BLVD, N89°47'13"W, A DISTANCE OF 828.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE N89°47'13"W, A DISTANCE OF 1274.02 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2440.00 FEET, A CENTRAL ANGLE OF 3°24'13" AND AN ARC DISTANCE OF 144.95 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE S12°19'53"W, A DISTANCE OF 725.71 FEET; THENCE S00°36'37"W, A DISTANCE OF 575.17 FEET; THENCE S89°23'23"E, A DISTANCE OF 1564.30 FEET; THENCE N00°36'37"E, A DISTANCE OF 1291.33 FEET TO THE POINT OF BEGINNING.

NOTES:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THE SURVEYOR BASED ON THE DEEDS OF RECORD, RECORDED IN OFFICIAL RECORDS BOOK 7628, PAGE 466 AND OFFICIAL RECORDS BOOK 7620, PAGE 713, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

MEKELLE M. BOYER License Number 7398 STATE OF FLORIDA Professional Surveyor and Mapper

Mekelle M Boyer
Digitally signed by Mekelle M Boyer
Date: 2025.07.21 20:36:33 -04'00'

MEKELLE M. BOYER DATE
PROFESSIONAL SURVEYOR & MAPPER
REGISTRATION No. 7398
STATE OF FLORIDA

ROGERS ENGINEERING & Land Surveying
• 1105 S.E. 3rd Avenue • Ocala, Florida 34471
• Ph. (352) 622-9214 • Lic. Bus. #4074

SCALE	DATE
N.T.S.	7/14/2025

RESOLUTION 2026-32

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE.

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

WHEREAS, the Board of Supervisors of the District (hereinafter the "**Board**") is authorized by Section 190.011(5), Florida Statutes, to adopt rules pursuant to Chapter 120, Florida Statutes; and

WHEREAS, the Board desires to adopt proposed *Rules of Procedure* prescribing the powers, duties, and functions of the officers of the District, the conduct of the business of the District, and other matters.

WHEREAS, the District set June 11, 2026, as the date for a public hearing for the proposed rules and caused notice of such public hearing to be given by publication pursuant to Section 120.54, Florida Statutes; and

WHEREAS, the District has complied with the rule making process as outlined in Section 120.54, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. The Board hereby adopts the *Rules of Procedure* as attached hereto as **Exhibit A**.

2. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

Passed and Adopted on June 11, 2026.

Attested By:	**Canterwood Acres** **Community Development District**
_____	_____
Print Name: _____	Print Name: _____
☐Secretary/☐Assistant Secretary	☐Chair/☐Vice Chair of the Board of Supervisors

Rules of Procedure

Canterwood Acres
Community Development District

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RULES OF PROCEDURE
CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT

1.0 General.

(1) Canterwood Acres Community Development District ("**District**") was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction.

(2) The purpose of these Rules of Procedure ("**Rules**") is to describe the general operations of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190, Florida Statutes.

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

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the Board of Supervisors of the District (the "**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: **s.s. 190.011(5), 120.53, Fla. Stat.**

Law Implemented: **s.s. 190.011(5), 120.53, Fla. Stat.**

1.1 Board of Supervisors: Officers and Voting.

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

(a) Board members shall hold office for the term specified by Section 190.006, 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).

(b) Three (3) members of the Board physically present at the meeting location shall constitute a quorum for the purposes of conducting business and exercising its powers and for 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 or abstains from participating in discussion or voting on a particular item. 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, so long as a physical quorum is met. If three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law.

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

(a) The Chair must be a member of the Board. If the Chair resigns from that office or ceases to be a member of the Board, the Board shall select a Chair, after filling the vacancy. The Chair serves at the pleasure of the Board. The Chair or Vice-Chair shall be authorized to sign checks and warrants for the District, countersigned by the Treasurer. The Chair or Vice-Chair shall be authorized to execute agreements, resolutions, and other documents approved by the Board at a Board meeting. The Chair shall convene and conduct all meetings of the Board. In the event the Chair is unable to attend a meeting, the Vice-Chair shall convene and conduct the meeting. The Chair or Vice-Chair may request the District Manager or other district staff to convene and conduct any meeting of the Board.

(b) The Vice-Chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice-Chair resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chair, after filling the Board vacancy. The Vice-Chair 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. The District Manager may serve as Secretary.

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

(e) In the event that both the Chair and Vice-Chair 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 Chair and Vice-Chair are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

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

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

(5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the local governing authority. All meetings of the Board and all committee meetings shall be open to the public in accordance with the provisions of Chapter 286, Florida Statutes.

(6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, 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, Florida Statutes, as amended from time to time.

(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 the Board's discussion on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. 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 attached 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 they have 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 shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum.

Specific Authority: **s.s. 190.001, 190.011(5), Fla. Stat.**

Law Implemented: **s.s. 190.006, 190.007, 112.3143, Fla. Stat.**

1.2 Public Information and Inspection of Records.

(1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Records of Proceedings", may be copied or inspected at the District Office during regular business hours. All written public records requests shall be directed to the District's records custodian. The District's records custodian shall be responsible for retaining the District's records in accordance with applicable Florida law. 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.

(2) Copies. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance.

(3) Coordination of Necessary Financial Disclosures. Unless specifically designated by Board resolution or otherwise, the District's records custodian shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics (the "COE").

Specific Authority: **s.s. 190.011(5), 120.53, Fla. Stat.**

Law Implemented: **s.s. 112.31446(3), 112.3145(8)(a)1., 190.006, 119.07, 119.0701, 120.53, Fla. Stat.**

1.3 Public Meetings, Hearings, and Workshops.

(1) Notice. Except in emergencies, or as otherwise required by Statute or these Rules, at least seven (7) days public notice shall be given of any public meeting, hearing, or workshop of the Board. Public notice shall be given as required by Florida Law and will include, 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;

(d) Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting, hearing, or workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting, hearing, or workshop by contacting the District Manager. If you are hearing or speech impaired, please contact Florida Relay Service at 711 who can aid you in contacting the District Office.

(e) A person who decides to appeal any decision made at the meeting, hearing, or workshop with respect to any matter considered at the meeting, hearing, or 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) Agenda. The District Manager, under the guidance of the Chair or Vice-Chair if the Chair is unavailable, shall prepare an agenda of the meeting, hearing, or workshop. The agenda shall be available to the public at least seven (7) days before the meeting, hearing, or workshop except in an emergency. The agenda shall be posted on the District's official website and shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. The agenda may be changed before or at the meeting, hearing, or workshop by a vote of the Board.

(a) 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
Audience Questions and Comments on Agenda Items
Review of minutes
Specific items of old business
Specific items of new business

Staff reports
(a) District Counsel
(b) District Engineer
(c) District Manager
Supervisor's requests and comments
Audience Questions and Comments
Adjournment

(3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.

(4) Receipt of Notice. 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.

(5) Emergency Meetings. The Chair, or Vice-Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2), (4), and (6) to act on emergency matters that may affect the public health, safety or welfare. Whenever possible, the Chair shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for publishing a notice on the District's official website. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(6) Public Comment. The public shall be provided the opportunity to be heard on any proposition that will come before the Board at a meeting. The Board shall set aside a reasonable amount of time for public comment on agenda items, and the time for public comment shall be identified in the agenda. Persons wishing to address the Board should notify the Secretary of the Board prior to the "Audience Comment" section of the agenda. Each person wishing to address the Board will be given a reasonable amount of time for their comments, in the interest of time and fairness to other speakers.

(7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida Statutes. Once adopted in accord with Section 190.008, 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.

(8) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.

(9) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. 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 Chair, can make or second a motion.

Specific Authority: **s.s. 189.015, 190.005, 190.011(5), Fla. Stat.**

Law Implemented: **s.s. 190.007, 190.008, 120.53, 286.0105, 286.0114, 120.54, Fla. Stat.**

2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.

(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 proposed rules as required by Florida Law before providing notice of a proposed rule as required by paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of the proposed rule, cite specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available. The notice of rule development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed rule.

(b) All rules shall be drafted in accord with Chapter 120, Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, 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 or the Laws of Florida 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), 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; and a statement as to whether, based on the statement of the estimated regulatory costs or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3). The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled or required under Florida Statutes. Except when the intended action is the repeal of a rule, the notice must include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

(b) The notice shall be published as required by Florida Law 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. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.

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

(5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes, except that copies of the petition shall not be

sent to the Administrative Procedure Committee, and notice may be given as required by Florida law.

(6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, 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, Florida Statutes; and

(d) The published notice.

(7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing as required by Florida law 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 publish a notice on the District's official website. Notice of emergency rules shall be published as soon as possible as required by Florida Law. 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, Florida Statutes.

(10) Variances and Waivers. Variances and waivers from these Rules may be granted to the provisions and limitations contained in Section 120.542, Florida Statutes.

(11) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be adopted pursuant to Section 190.035, Florida Statutes. For the adoption of rates, fees, rentals or other charges, the Board must hold a public hearing and publish a notice of public hearing one time, at least ten (10) days prior to the public hearing date, in a newspaper of general circulation in the District.

Specific Authority: **s.s. 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.**

Law Implemented: **s.s. 120.54, 190.035(2), Fla. Stat.**

3.0 Decisions Determining Substantial Interests.

(1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the Chair shall designate any member of the Board (including the Chair), District Manager, District Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;

2. Rule upon offers of proof and receive relevant evidence;

3. Regulate the course of the hearing, including any prehearing matters;

4. Enter orders;

5. Make or receive offers of settlement, stipulation, and adjustment.

(a) The person conducting the hearing 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.

(b) The District shall issue a final order within forty-five (45) days:

1. After the hearing is concluded, if conducted by the Board;

2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or

3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.

(2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.011(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida statutes. Prior to exercising the power of eminent domain, the District shall:

(a) Adopt a resolution identifying the property to be taken;

(b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if the taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

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

Law Implemented: **s.s. 190.011(11), Fla. Stat.**

4.0 Purchasing, Contracts, Construction and Maintenance.

(1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures, definitions and rules are outlined for the purchase of professional, construction, maintenance, and contract services, and goods, supplies, materials, and insurance.

(2) No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(3) Definitions.

(a) "Continuing contract" is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm whereby the firm provides professional services for the District or for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.

(b) "Contractual services" means rendering time and effort rather than furnishing specific goods or commodities. This term applies only to those individuals and firms rendering services as independent contractors. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or professional services

(as defined in Section 287.055(2)(a), Florida Statutes and these Rules) and shall generally be considered the services referenced by Section 287.012(8), Florida Statutes. Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms. Contractual services also do not include any contract for the furnishing of labor or materials for the construction, repair, renovation, demolition, or modification of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property, as those services shall be governed by Rule 4.2.

(c) "Emergency purchases" 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 solicitation 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.

(d) "Goods, supplies and materials" do not include printing, insurance, advertising, or legal notices.

(e) "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, evaluation criteria, and provides for a manual signature of an authorized representative.

(f) "Lowest Responsible bid/proposal" means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

(g) "Most Advantageous bid/proposal" means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the most advantageous bid or proposal to the District. Minor variations in the bid may be waived by the Board.

Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

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

(i) "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, 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 from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.

(j) "Purchase" means acquisition by sale, rent, 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 government entity or political subdivision of the state.

(k) "Request for Proposal" 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, proposal instructions, work detail analysis and evaluation criteria as necessary.

(l) "Responsive bid/proposal" means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these Rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: **s.s. 190.011(5), Fla. Stat.**

Law Implemented: **s.s. 190.033, Fla. Stat.**

4.1 Purchase of Goods, Supplies, and Materials.

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of "goods, supplies, and materials" do not include printing, insurance, advertising or legal notices.

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

(a) The Board shall cause to prepare an Invitation to Bid or Request for Proposal, as appropriate.

(b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

(c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.

(d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.

(e) The Most Advantageous Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high, or because the Board determines that it is in the best interests of the District. In the event the bids exceed the amount of funds available to be allocated by the District for this purchase, the bids may be rejected. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.

(f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.

(g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement of goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials.

(h) If the District does not receive a response to its competitive solicitation, the District may proceed to purchase such goods, supplies, materials, or construction services in the manner it deems in the best interests of the District.

(i) 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: **s.s. 190.011(5), Fla. Stat.**

Law Implemented: **s.s. 190.033, Fla. Stat.**

4.2 Contracts for Construction of Authorized Project.

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

(2) Procedure.

(a) Notice of Invitation to Bid, Request for Proposal, or request for qualifications shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than $500,000 must be noticed at least thirty (30) days prior to the date of submittal for bids.

(b) The District may maintain lists of persons interested in receiving notices of Invitation to Bid, Requests for Proposals, or request for qualifications. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.

(c) To be eligible to submit a bid, statement of qualifications, or proposal, a firm or individual must, at the time of receipt of its bid proposal:

1. Hold all required applicable state professional licenses in good standing.

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

3. If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.

4. Meet any special pre-qualification requirement set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

(d) Bids, statements of qualifications, or proposals shall be opened at the time, date and place noted on the Invitation to Bid, Request for Proposals, or request for qualifications. Bids or proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposal and these Rules.

(e) To assist in the determination of the most advantageous bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.

(f) In determining the most advantageous bidder, the District Representative may consider, in addition to the factors described in the invitation or request, the following:

1. The ability and adequacy of the professional personnel employed by each bidder or proposer.

2. The past performance of each bidder or proposer for the District and in other professional employment settings.

3. The willingness of each bidder or proposer to meet time and budget requirements.

4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.

5. The recent, current, and project workloads of the bidder or proposer.

6. The volume of work previously awarded to each bidder or proposer.

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

8. Whether the bidder or proposer is a certified minority business enterprise.

(g) The Most Advantageous Bid/Proposal/statement of qualifications shall be accepted; however, the Board shall have the right to reject all submissions, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.

(h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders or proposers by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.

Specific Authority: **s.s. 190.011(5), Fla. Stat.**

Law Implemented: **s.s. 190.033, Fla. Stat.**

4.3 Contracts for Maintenance Service.

(1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contract services and /or goods, supplies or materials as defined herein. Where a contract for maintenance of such facility or project includes goods, supplies or materials and/or contract services, the District may in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies and materials, and contract services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure.

(a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

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

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

1. Hold the required applicable state and professional licenses in good standing.

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

3. Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.

4. Meet any special pre-qualification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

(d) Bids or Proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and Proposals shall be evaluated in accordance with the Invitation or Request and these Rules.

(e) To assist in the determination of the Most Advantageous Bid or Proposal, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.

(f) In determining the Most Advantageous Bid or Proposal, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:

1. The ability and adequacy of the professional personnel employed by each bidder or proposer.

2. The past performance of each bidder or proposer for the District and in other professional employment settings.

3. The willingness of each bidder or proposer to meet time and budget requirements.

4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.

5. The recent, current, and project workloads of the bidder or proposer.

6. The volume of work previously awarded to each bidder or proposer.

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

8. Whether the bidder or proposer is a certified minority business enterprise.

(g) The Most Advantageous Bid or Proposal may be accepted; however, the Board shall have the right to reject all bids or proposals, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected.

(h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.

(i) Emergency Purchases. In the event that an emergency purchase is necessary, the Board shall not be obligated to use the above procedure and may make an emergency purchase of maintenance services without complying with these Rules.

Specific Authority: **s.s. 190.011(5), Fla. Stat.**

Law Implemented: **s.s. 190.033, Fla. Stat.**

4.4 Purchase of Insurance.

(1) Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind 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 these Rules. Nothing in this Rule shall require the District to purchase insurance.

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

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

(b) Notice of Invitation to Bid may be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

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

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

(e) If only one (1) response to an Invitation to Bid 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 which 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, 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 need of the District, its officers, employees and/or dependents.

(h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by email or United States

Mail, or by hand delivery service, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.

Specific Authority: **s.s. 190.011(5), Fla. Stat.**

Law Implemented: **s.s. 112.08, Fla. Stat.**

4.5 Procedure for Purchasing Contractual Services.

(1) Scope. All purchases for contractual services (except for maintenance services) may, but are not required to, be made by competitive Invitation to Bid. If state or federal law prescribes with whom the District must contract, or established the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies, and materials plus contractual services may, at the discretion of the Board, be treated as a contract for goods, supplies, and materials.

(2) Procedure. When a purchase of contractual services is within the scope of this Rule (and the District has elected to follow this procedure), the following procedure shall be followed:

(a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.

(b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. The District shall make a good faith effort to provide written notice, by United States Mail, to persons who provide their names and addresses to the District Office for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with these Rules and shall not be the basis for a protest of any contract award.

(d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with Invitation to Bid or Request for Proposal and these Rules.

(e) If only one (1) response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for contractual services from such bidder or proposer. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever

steps are reasonably necessary in order to proceed with the procurement of the needed contractual services.

(f) The Board has the right to reject any and all bids or proposals. The reservation regarding the right to reject shall be included in all solicitations and advertisements. If the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.

(g) The Most Advantageous Bid or Proposal may be accepted by the District. The Board may require bidders to furnish bid, performance and/or other bonds with a reasonable surety to be approved by the Board.

(3) Notice. Notice of contract award, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery, and by posting same in the District Office and on the website for seven (7) days.

(4) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Renewal shall be contingent upon satisfactory performance evaluations by the District.

(5) Contract Manager and Contract Administrator. The Board may designate a representative to function as contract manager, who shall be responsible for enforcing performance of the contract terms and conditions and serve as the liaison with the contractor. The Board may also designate a representative to function as contract administrator, who shall be responsible for maintaining all contract files and financial information. One person may serve as both contract manager and administrator.

(6) Emergency Purchase. The District may make an emergency purchase of contractual services 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.

(7) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

Specific Authority: **s.s. 190.011(5), Fla. Stat.**

Law Implemented: **s.s. 190.033(3), Fla. Stat.**

4.6 Procedure Under Consultant's Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

(1) Qualifying Procedures. In order to be eligible to submit a bid or proposal, a firm must, at the time of receipt of the bid or proposal:

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

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

(c) If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.

(d) Meet any pre-qualification requirements set forth in the project or bid specifications. Qualification standards may include, but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

(2) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. 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 by publishing a notice providing a general description of the project and 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 District may maintain lists of persons interested in receiving such notices. These persons 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 persons who provide their name and address to the District Manager for inclusion on the list, 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 bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(3) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualification on file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, in order of preference, deemed to be the most highly capable and qualified to perform the required professional services, after considering these and other appropriate criteria:

1. The ability and adequacy of the professional personnel employed by each firm.

2. Each firm's past performance for the District in other professional employment settings.

3. The willingness of each firm to meet time and budget requirements.

4. The geographic location of each firm's headquarters or office in relation to the project.

5. The recent, current, and projected workloads of each firm.

6. The volume of work previously awarded to each firm.

7. Whether a firm is a certified minority business enterprise.

Nothing in these Rules shall prevent the District from evaluating and eventually selecting a firm if less than three (3) responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

(b) If the selection process is administered by a person 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.

(4) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as the most qualified to perform the required professional services.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be

required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

(c) Should the District within twenty-one (21) days 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 unless modified by the Board, 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 within twenty-one (21) days (unless modified by the Board to the contrary) 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 any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) 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.

(e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office and on the website for seven (7) days.

(5) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

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

Specific Authority: **s.s. 190.011(5), Fla. Stat.**

Law Implemented: **s.s. 190.011(3), 287.055, 190.033, Fla. Stat.**

5.0 Bid Protests.

Purpose and Scope. In order to comply with Sections 190.033(1) through (3), Florida Statutes, the following procedures and rules are outlined for the protest of any bids or contracts awarded.

Specific Authority: **s.s. 120.57, 190 011(5), Fla. Stat.**

Law Implemented: **s.s. 190.033, Fla. Stat.**

5.1 Bid Protests Under the Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal shall be in accordance with this section.

(1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day), and by posting same in the District Office and on the website for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 5.3 of the Rules of Canterwood Acres Community Development District shall constitute a waiver of proceedings under those Rules."

(2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within ten (10) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within ten (10) days after the date when notice of protest is filed. Failure to file a notice of protest, or failure to file a formal written protest, shall constitute a waiver of all further proceedings.

(3) Award Process. Upon a receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets

forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.

(4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, upon receipt of a formal written request.

(5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: **s.s. 120.57(3), 190.011(5) Fla. Stat.**

Law Implemented: **s.s. 120.57(3), 190.033, Fla. Stat.**

5.2 Protests With Respect To Contracts Awarded Or Bid Documents.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with section 5.2.

(1) Notice. The District shall give all bidders or proposers written notice of a decision to award or to reject all bids by posting the notice in the District Office for seven (7) days, with a copy being provided to all submitting firms by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day). The notice shall include the following statement: "Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District's decision to award a contract shall constitute a waiver of any objection to the award of such contract."

(2) Filing.

(a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District's decision, and shall file a formal written protest with the District within ten (10) calendar days after timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt of the District. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the District's decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.

(b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within ten (10) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest with respect to the aforesaid plans, specifications or contract documents.

(3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.

(4) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copies being mailed to the protestant and any substantially affected person or parties. Within fifteen (15) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(5) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: **s.s. 120.57, 190 011(5), Fla. Stat.**

Law Implemented: **s.s. 190.033, Fla. Stat.**

5.3 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid proposal under Sections 4.1, 4.2, or 4.5 shall be in accordance with Section 5.3.

(1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered on the next business day), and by posting same in the District Office and on the website for seven (7) calendar days.

(2) Filing. Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within ten (10) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.

(3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.

(4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) days, excluding Saturdays, Sundays and legal holidays, of receipt of a formal written protest.

(5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: **s.s. 190.011(5), Fla. Stat.**

Law Implemented: **s.s. 190.033, Fla. Stat.**

6.0 Design-Build Contract Competitive Proposal Selection Process.

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

(a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055, Florida Statutes when developing a design criteria package, evaluating the responses or bids 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 or may be retained using Section 4.6, Procedure Under Consultant's Competitive Negotiations Act.

(b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance–oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. 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. All 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.

(c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals which may include, but not be limited to, based on price, technical, and design aspects of the project, weighted for the project.

(d) After the 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 seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. For sealed proposals, the notice shall allow for at least twenty-one (21) days, unless the Board, for good cause, determines a shorter period of time is appropriate. Any design-build 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 qualifications information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.

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 license in good standing, as defined by Section 287.055(2)(h), 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 Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;

(d) Meet any special prequalification requirements set forth in the design criteria package.

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

(e) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal. If less than three (3) proposals which meet the design criteria are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals meeting the design criteria 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.

(f) 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 to be fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.

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

(h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.

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

Specific Authority: **s.s. 190.011(5), Fla. Stat.**

Law Implemented: **s.s. 190.033, 255.20, Fla. Stat.**

7.0 District Auditor Selection Procedures.

(1) Prior to selecting an auditor to conduct the annual financial audit as required in section 218.39, Florida Statutes, the District shall use the auditor selection procedures as required under Section 218.391, Florida Statutes.

Specific Authority: **s. 190.011(5), Fla. Stat.**

Law Implemented: **s. 218.391, Fla. Stat.**

8.0 Effective Date.

These Rules shall be effective June 11, 2026.

RESOLUTION 2026-33

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANTERWOOD ACRES COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING ON THE EFFECTIVE DATE OF THE ESTABLISHMENT OF THE DISTRICT, AND ENDING SEPTEMBER 30, 2026; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, to the Board of Supervisors ("**Board**") of the Canterwood Acres Community Development District ("**District**") a proposed budget for the next ensuing budget year ("**Proposed Budget**"), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

WHEREAS, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving 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 pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the Proposed Budget projects 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; and

WHEREAS, Ocala SW 100th, LLC ("**Developer**"), as the developer of certain lands within the District, has agreed to fund the FY 2025-2026 Budget as shown in the revenues line item of the FY 2025-2026 Budget pursuant to a budget funding agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

a. That 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 records office, and hereby approves certain amendments thereto, as shown below.

b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided.

c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Canterwood Acres Community Development District for the Fiscal Year Beginning on the effective date of the establishment of the District, and Ending September 30, 2026".

d. The final adopted budget shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District, for the fiscal year beginning on the effective date of the establishment of the District, and ending September 30, 2026, the sum of $337,400, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year.

Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed $10,000 or 10% of the original appropriation.

c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District's website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Approving the Form of a Budget Funding Agreement with Developer. The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

Section 5. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on June 11, 2026.

Attested By:	**Canterwood Acres Community Development District**
_____	_____
Print Name:_____	Print Name:_____
☐Secretary/☐Assistant Secretary	☐Chair/☐Vice Chair of the Board of Supervisors

Exhibit A: FY 2025-2026 Adopted Budget
Exhibit B: Form of Budget Funding Agreement with Developer

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Canterwood Acres
Community Development District

FISCAL YEAR 2026

ADOPTED BUDGET

DATE

CLEAR PARTNERSHIPS



Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2026 Budget

General Fund 001

ACCOUNT DESCRIPTION	ANNUAL BUDGET FY 2026	Prorated BUDGET FY 2026
REVENUES		
Special Assmnts- Developer	$674,800.00	$337,400.00
TOTAL REVENUES	**$674,800.00**	**$337,400.00**
EXPENDITURES		
Administrative		
Supervisor Fees	$6,000.00	$3,000.00
District Management	$25,000.00	$12,500.00
Field Management	$12,000.00	$6,000.00
Administration	$4,500.00	$2,250.00
Recording Secretary	$2,400.00	$1,200.00
Financial/Revenue Collections	$1,200.00	$600.00
Rental and Leases	$600.00	$300.00
Accounting Services	$12,000.00	$6,000.00
Website Admin Services	$1,200.00	$600.00
District Engineer	$10,000.00	$5,000.00
District Counsel	$10,000.00	$5,000.00
Trustees Fees	$5,000.00	$2,500.00
Auditing Services	$6,200.00	$3,100.00
Postage, Phone, Faxes, Copies	$500.00	$250.00
Mailings	$500.00	$250.00
Legal Advertising	$5,000.00	$2,500.00
Bank Fees	$200.00	$100.00
Dues, Licenses & Fees	$175.00	$87.50
Onsite Office Supplies	$200.00	$100.00
Website ADA Compliance	$3,600.00	$1,800.00
Disclosure Report	$7,500.00	$3,750.00
Meeting Expense	$3,600.00	$1,800.00
ProfServ - Info Technology	$600.00	$300.00
Misc Admin	$425.00	$212.50
Total Administrative	**$118,400.00**	**$59,200.00**
Insurance		
General Liability	$3,500.00	$1,750.00
Public Officials Insurance	$2,500.00	$1,250.00
Total Insurance	**$6,000.00**	**$3,000.00**
Utility Services		

ACCOUNT DESCRIPTION	ANNUAL BUDGET FY 2026	Prorated BUDGET FY 2026
Electric Utility Services	$48,000.00	$24,000.00
Street Lights	$150,000.00	$75,000.00
Amenity Internet	$2,500.00	$1,250.00
Water/Waste	$10,000.00	$5,000.00
Total Utility Services	**$210,500.00**	**$105,250.00**
Amenity		
Janitorial - Contract	$9,000.00	$4,500.00
Janitorial - Supplies/Other	$500.00	$250.00
Amenity Pest Control	$1,000.00	$500.00
Amenity R&M	$10,000.00	$5,000.00
Access Control R&M	$1,200.00	$600.00
Key Card Distribution	$5,000.00	$2,500.00
Dog Waste Station Service and Supplies	$1,200.00	$600.00
Entrance Monuments, Gates, Walls R&M	$5,000.00	$2,500.00
Pool Maintenance - Contract	$20,000.00	$10,000.00
Security Monitoring Services	$7,000.00	$3,500.00
	$59,900.00	**$29,950.00**
Landscape and Pond Maintenance		
Landscape Maintenance - Contract	$200,000.00	$100,000.00
Landscaping - R&M	$16,000.00	$8,000.00
Landscaping - Mulch	$2,000.00	$1,000.00
Landscaping - Annuals	$2,000.00	$1,000.00
Landscaping - Plant Replacement Program	$20,000.00	$10,000.00
Irrigation Maintenance	$10,000.00	$5,000.00
Waterway Management Program	$25,000.00	$12,500.00
Wetland Maintenance	$5,000.00	$2,500.00
Total Landscape and Pond Maintenance	**$280,000.00**	**$140,000.00**
TOTAL EXPENDITURES	**$674,800.00**	**$337,400.00**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$0.00
FUND BALANCE, BEGINNING	$0.00	$0.00
FUND BALANCE, ENDING	**$0.00**	**$0.00**

FY 2025-2026 Operations and Maintenance
Budget Funding Agreement
(Canterwood Acres Community Development District)

This FY 2025-2026 Operations and Maintenance Budget Funding Agreement (this "**Agreement**") is made and entered into as of June 11, 2026, between the **Canterwood Acres Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the "**District**"), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 and Ocala SW 100th, LLC, a Florida limited liability company, whose mailing address is 4912 Turnbury Wood Dr., Tampa, Florida 33647 (the "**Developer**").

Recitals

WHEREAS, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is adopting its budget for fiscal year 2025-2026 as attached hereto as **Exhibit A** (the "**FY 2025-2026 Budget**"), which commences on the effective date of the establishment of the District, and concludes on September 30, 2026;

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2025-2026 Budget, and/or utilizing such other revenue sources as may be available to it;

WHEREAS, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described in the FY 2025-2026 Budget so long as payment is timely provided;

WHEREAS, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the "**Property**");

WHEREAS, the Developer agrees that the activities of the District described in the FY 2025-2026 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2025-2026 Budget; and

WHEREAS, the Developer has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2025-2026 Budget.

Operative Provisions

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:

1. **Funding Obligations**. From time to time during the 2025-2026 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to **$337,400** in accordance with the FY 2025-2026 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. **FY 2025-2026 Operations and Maintenance Reports, Budget Reports and Budget Amendments**. Each month during FY 2025-2026, the Developer shall provide the District Manager with a written report on the projected additions to the completed and developed phases within the District during FY 2025-2026. The District Manager shall provide the Developer with a monthly written report with the actual expenses for the previous month and anticipated expenses and operational activities for the remainder of the year based on current District operations and additional maintenance responsibilities which may be added during FY 2025-2026. The District and Developer agree that the FY 2025-2026 Budget shall be revised at the end of the 2025-2026 fiscal year to reflect the actual expenditures of the District for the period beginning on the effective date of the establishment and ending on September 30, 2026. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2025-2026 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2025-2026 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

3. **Right to Lien Property**.
    a. The District shall have the right to file a continuing lien ("**Lien**") upon the Property for all payments due and owing under 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. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer's 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 Developer.
    b. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2025-2026 Budget" in the public records of the county, 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.
    c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice 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, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.

4. **Default**. 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 to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.

5. **Enforcement and Attorney Fees**. In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.

6. **Governing Law and Venue**. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.

7. **Anti-Human Trafficking**. Pursuant to Section 787.06, Florida Statutes, Developer represents that in entering into this Agreement, the Developer does not use coercion for labor or services as defined in the statute. The Developer is required to provide an affidavit, signed by an officer or a representative of the Developer with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

8. **Interpretation**. 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.

9. **Termination of Agreement**. The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2025-2026 fiscal year on September 30, 2026. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

10. **Third Parties**. 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 third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

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

12. **Assignment**. 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.

13. **Authority**. 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.

14. **Entire Agreement**. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Ocala SW 100th, LLC	**Canterwood Acres Community Development District**
_____	_____
Name: _____	Name: _____
Title: _____	Chair/Vice-Chair of the Board of Supervisors

Exhibit A: FY 2025-2026 Budget

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Canterwood Acres
Community Development District

FISCAL YEAR 2026

ADOPTED BUDGET

DATE

CLEAR PARTNERSHIPS



Summary of Revenues Expenditures and Changes in Fund Balance

Fiscal Year 2026 Budget

General Fund 001

ACCOUNT DESCRIPTION	ANNUAL BUDGET FY 2026	Prorated BUDGET FY 2026
REVENUES		
Special Assmnts- Developer	$674,800.00	$337,400.00
TOTAL REVENUES	**$674,800.00**	**$337,400.00**
EXPENDITURES		
Administrative		
Supervisor Fees	$6,000.00	$3,000.00
District Management	$25,000.00	$12,500.00
Field Management	$12,000.00	$6,000.00
Administration	$4,500.00	$2,250.00
Recording Secretary	$2,400.00	$1,200.00
Financial/Revenue Collections	$1,200.00	$600.00
Rental and Leases	$600.00	$300.00
Accounting Services	$12,000.00	$6,000.00
Website Admin Services	$1,200.00	$600.00
District Engineer	$10,000.00	$5,000.00
District Counsel	$10,000.00	$5,000.00
Trustees Fees	$5,000.00	$2,500.00
Auditing Services	$6,200.00	$3,100.00
Postage, Phone, Faxes, Copies	$500.00	$250.00
Mailings	$500.00	$250.00
Legal Advertising	$5,000.00	$2,500.00
Bank Fees	$200.00	$100.00
Dues, Licenses & Fees	$175.00	$87.50
Onsite Office Supplies	$200.00	$100.00
Website ADA Compliance	$3,600.00	$1,800.00
Disclosure Report	$7,500.00	$3,750.00
Meeting Expense	$3,600.00	$1,800.00
ProfServ - Info Technology	$600.00	$300.00
Misc Admin	$425.00	$212.50
Total Administrative	**$118,400.00**	**$59,200.00**
Insurance		
General Liability	$3,500.00	$1,750.00
Public Officials Insurance	$2,500.00	$1,250.00
Total Insurance	**$6,000.00**	**$3,000.00**
Utility Services		

ACCOUNT DESCRIPTION	ANNUAL BUDGET FY 2026	Prorated BUDGET FY 2026
Electric Utility Services	$48,000.00	$24,000.00
Street Lights	$150,000.00	$75,000.00
Amenity Internet	$2,500.00	$1,250.00
Water/Waste	$10,000.00	$5,000.00
Total Utility Services	**$210,500.00**	**$105,250.00**
Amenity		
Janitorial - Contract	$9,000.00	$4,500.00
Janitorial - Supplies/Other	$500.00	$250.00
Amenity Pest Control	$1,000.00	$500.00
Amenity R&M	$10,000.00	$5,000.00
Access Control R&M	$1,200.00	$600.00
Key Card Distribution	$5,000.00	$2,500.00
Dog Waste Station Service and Supplies	$1,200.00	$600.00
Entrance Monuments, Gates, Walls R&M	$5,000.00	$2,500.00
Pool Maintenance - Contract	$20,000.00	$10,000.00
Security Monitoring Services	$7,000.00	$3,500.00
	$59,900.00	**$29,950.00**
Landscape and Pond Maintenance		
Landscape Maintenance - Contract	$200,000.00	$100,000.00
Landscaping - R&M	$16,000.00	$8,000.00
Landscaping - Mulch	$2,000.00	$1,000.00
Landscaping - Annuals	$2,000.00	$1,000.00
Landscaping - Plant Replacement Program	$20,000.00	$10,000.00
Irrigation Maintenance	$10,000.00	$5,000.00
Waterway Management Program	$25,000.00	$12,500.00
Wetland Maintenance	$5,000.00	$2,500.00
Total Landscape and Pond Maintenance	**$280,000.00**	**$140,000.00**
TOTAL EXPENDITURES	**$674,800.00**	**$337,400.00**
Excess (deficiency) of revenues Over (under) expenditures	$0.00	$0.00
FUND BALANCE, BEGINNING	$0.00	$0.00
FUND BALANCE, ENDING	**$0.00**	**$0.00**

MINUTES OF MEETING
CANTERWOOD ACRES
COMMUNITY DEVELOPMENT DISTRICT

The **LANDOWNERS'** and regular meeting of the Board of Supervisors of Canterwood Acres Community Development District was held on Monday, May 4, 2026 and called to order at 1:55 p.m., at The Courtyard Ocala by Marriott located at 3712 SW 38th. Avenue, Ocala, FL 34474.

Present and constituting a quorum were:

Tony Tabshe	Chairperson
Dawson Ransome	Vice Chairperson
Eric Davidson	Assistant Secretary

Also present were:

Bryan Radcliff	District Manager	
Vivek Babbar	District Counsel	*(via phone)*
Orien Bardwell	Diastrict Engineer	*(via phone)*

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

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

> On MOTION by Ms. Ransome seconded by Mr. Tabshe, with all in favor, to call to order the Landowners Election and Meeting, was approved. 3-0

SECOND ORDER OF BUSINESS **Appointment of Chairperson**

> On MOTION by Mr. Davidson seconded by Mr. Tabshe, with all in favor, to appoint Bryan Radcliff as the Landowners Meeting Chair, was approved. 3-0

THIRD ORDER OF BUSINESS **Announcement of Candidates/ Call for Nominations**

Mr. Radcliff announced the appointment of Dawson Ransome by Joe Tabshe, to be the Proxy and that there are two (2) parcels with a total acreage of 100.72 acres which equates to 101 votes.

FOURTH ORDER OF BUSINESS **Election of Supervisors**

The Board assigned the two four-year terms to Tony Tabshe and Dawson Ransome with Joe Tabshe, Carla Tabshe and Eric Davidson assuming the remaining two-year term seats.

FIFTH ORDER OF BUSINESS **Owners' Requests**

There were no additional questions from the Board.

SIXTH ORDER OF BUSINESS **Adjournment**

There being nothing further,

> On MOTION by Ms. Ransome seconded by Mr. Tabshe, with all in favor, meeting adjourned. 3-0

SEVENTH ORDER OF BUSINESS **Oath of Office**

Mr. Radcliff, a commissioned Notary Public for the State of Florida, administered the Oaths of Office to: Tony Tabshe, Dawson Ransome and Eric Davidson. All Board members declined compensation.

EIGHTH ORDER OF BUSINESS **Resolution 2026-27**

A. Consideration of Resolution 2026-27; Canvassing/Certifying the Results of the Landowners' Election

> On MOTION by Mr. Davidson seconded by Mr. Tabshe, with all in favor, Resolution 2026-27; Canvassing/Certifying the Results of the Landowners' Election, was adopted. 3-0

NINTH ORDER OF BUSINESS **Resolution 2026-28**

A. Consideration of Resolution 2026-28; Re-Designating the Officers

The following persons were elected to the offices:

- Tony Tabshe Chairperson
- Dawson Ransome Vice Chairperson
- Brian Lamb Secretary
- Stephen Bloom Treasurer
- Angel Montagna Assistant Treasurer
- Bryan Radcliff Assistant Secretary
- Joe Tabshe Assistant Secretary
- Carla Tabshe Assistant Secretary
- Eric Davidson Assistant Secretary

> On MOTION by Ms. Ransome seconded by Mr. Tabshe, with all in favor, Resolution 2026-28; Re-Designating the Officers, as described above, was adopted. 3-0

RECESS TO PUBLIC HEARING

FIRST ORDER OF BUSINESS **PUBLIC HEARING ON ADOPTION OF ASSESSMENT ROLL/IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS**

A. Open Public Hearing on Adoption of Assessment Roll and Imposition of Non-Ad Valorem Special Assessments

> On MOTION by Mr. Tabshe seconded by Ms. Ransome, with all in favor, Open Public Hearing on Adoption of Assessment Roll and Imposition of Non-Ad Valorem Special Assessments, was opened. 3-0

B. Master Report of the District Engineer

C. MAMR Report

D. Public Comment

The Board reviewed the Master Report of the District Engineer and the Master Assessment Methodology Report. There were no additional comments or questions.

E. Supervisor's Comment

There being none, the next item followed.

F. Close Public Hearing on Adoption of Assessment Roll and Imposition of Non-Ad Valorem Special Assessments

> On MOTION by Mr. Davidson seconded by Mr. Tabshe, with all in favor, Open Public Hearing on Adoption of Assessment Roll and Imposition of Non-Ad Valorem Special Assessments, was closed. ()-0

SECOND ORDER OF BUSINESS **Business Items**

A. Consideration of Resolution 2026-29; Imposing and Levying Special Assessments

> On MOTION by Mr. Tabshe seconded by Ms. Ransome, with all in favor, Resolution 2026-29; Imposing and Levying Special Assessments, was adopted. 3-0

B. Other Matters

There being nothing further, the next order of business followed.

RETURN AND PROCEED TO REGULAR MEETING

FIRST ORDER OF BUSINESS **Business Items**

A. Consideration of Audit Committee

The Board instructed Mr. Radcliff to proceed with the advertising for the Audit Committee and chose to base the review on a cost basis.

B. Consideration of Resolution 2026-30; Approving a Proposed O&M Budget for FY2027& Setting a Public Hearing

Mr. Radcliff presented the Fiscal Year-2027 Proposed Budget. Discussion ensued.

> On MOTION by Mr. Davidson seconded by Mr. Tabshe with all in favor, Resolution 2026-30; Approving a Proposed O&M Budget for FY2027& Setting a Public Hearing, for Thursday July 9th., 2026 at 12:00 noon at the Courtyard Ocala by Marriott located at 3712 SW 38th. Avenue, Ocala, FL 34474, was adopted. 3-0

SECOND ORDER OF BUSINESS **Consent Agenda**

A. Approval of March 30, 2026 Special Organizational Meeting Minutes

> On MOTION by Ms. Ransome seconded by Mr. Tabshe, with all in favor, Consent Agenda, was approved. 3-0

THIRD ORDER OF BUSINESS **Staff Reports**

A. District Counsel

Mr. Babbar stated that the MAMR will need to be verified for the correct lot account.

B. District Engineer

C. District Manager

There being no reports, the next order of business followed.

FOURTH ORDER OF BUSINESS **Supervisors' Requests/Comments**

Ms. Ransome provided an update on the various stages of the recording of the plats.

FIFTH ORDER OF BUSINESS **Adjournment**

There being no further business,

> On MOTION by Mr. Davidson seconded by Mr. Tabshe, with all in favor, meeting adjourned at 2:06 p.m. 3-0

Bryan Radcliff	Tony Tabshe
District Manager	Chairperson