

*Lake Ashton
Community Development District*

Meeting Agenda

August 17, 2026

AGENDA

Lake Ashton

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 - Fax: 407-839-1526

August 10, 2026

Board of Supervisors Meeting Lake Ashton Community Development District

Dear Board Members:

The next regular meeting of the Board of Supervisors of the **Lake Ashton Community Development District** will be held **Monday, August 17, 2026 at 9:00 AM** at the **Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL 33859**.

Members of the public may attend the meeting in person or participate in the meeting utilizing the following options from your computer, tablet, or smartphone. To participate using video, please go to the link address below. To participate by telephone, please use the call-in number below and enter the **Meeting ID** when prompted. Members of the public may make a public comment in-person or via Zoom. All public comments should be limited to 3 minutes. Residents may submit feedback or questions in advance of the Board meeting by email to jburns@gmscfl.com. Those comments received will be distributed to the Board of Supervisors but not read aloud at the meeting during the Public Comment portion.

Zoom Video Link: <https://us06web.zoom.us/j/96959231158>

Zoom Call-In Information: 1-646-876-9923

Meeting ID: 969 5923 1158

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call and Pledge of Allegiance
2. Approval of Meeting Agenda
3. Public Comments on Specific Items on the Agenda (*All public comments are limited to three (3) minutes each*)
4. Consideration of Minutes from the July 20, 2026 Board of Supervisors Meeting
5. Staff Reports
 - A. Engineer
 - I. Presentation of Encroachment Report
 - B. Attorney
 - I. Consideration of Resolution 2026-08 Setting a Public Hearing on the Adoption of Encroachment Policies (Suggested Date: October 19, 2026)
 - C. Field Manager
 - I. Aquatics Maintenance
 - a) Presentation of Monthly Aquatics Site Visit Review
 - II. Items Regarding District Landscaping
 - a) Landscape Plantings Photo Renderings
 - b) Proposals & Pricing for Plantings

- i. American Heritage Nursery
 - ii. Yellowstone
 - c) Landscape Planting Cost Comparison
 - d) Proposal from American Heritage Nursery for River Rock Relocation and Mulching at Entry (Both Sides) Off Thompson Nursery Road
- D. Lake Ashton Community Director
- E. District Manager
- 6. Financial Reports
 - A. Combined Balance Sheet
 - B. Capital Projects Reserve Fund
 - C. Statement of Revenues, Expenditures, and Changes in Fund Balance
 - D. Approval of Check Run Summary
- 7. Old Business
 - A. Discussion Regarding Restaurant RFP and Response from Tropical Fusion
- 8. New Business
 - A. Discussion Regarding Vendor Insurance
 - B. Consideration of Resolution 2026-09 Setting a Public Hearing on the Adoption of Amended and Restated District Rules of Procedure (Chapter I) (Suggested Date: October 19, 2026)
 - C. Consideration of Resolution 2026-10 Adopting the Joint Meeting Schedule for Fiscal Year 2026/2027
 - D. Goals and Objectives
 - I. Adoption of Fiscal Year 2027 Goals & Objectives
 - II. Review of Approved Fiscal Year 2026 Goals & Objectives and Authorizing Chair to Execute Final Form
- 9. **CLOSED SECURITY SESSION**
 - A. Discussion Regarding Invoice Received from Securitas (*provided to Supervisors separately due to confidentiality purposes*)
- 10. Public Comments (*Time Permitting*)
- 11. Supervisor Requests/Supervisor Open Discussion
- 12. Adjournment

MINUTES

**MINUTES OF MEETING
LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on **Monday, July 20, 2026** at 9:00 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL.

Present and constituting a quorum were:

Brenda VanSickle	Chairperson
Mike Costello	Vice Chairman
Steve Realmuto	Assistant Secretary
Debby Landgrebe	Assistant Secretary
Greg Ulrich	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Savannah Hancock	Kilinski Van Wyk
Garrett Posten	District Engineer, Rayl Engineering
Matt Fisher	Operations Manager
Denise Plavetzky	Community Director

The following is a summary of the discussions and actions taken at the July 20, 2026 Lake Ashton Community Development District Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Ms. Burns called the meeting to order at 9:00 a.m., called roll, and recited the pledge of allegiance. All five Supervisors were in attendance constituting a quorum.

Ms. VanSickle stated the Board would like to remind everyone that respectful and courteous conduct is expected at all times. Harassment, yelling, abusive language and disrespectful behavior towards District staff will not be tolerated as provided in the joint amenity policy. Such conduct may result in suspension of amenity privileges. Thank you for your cooperation and respect. If you have any complaints, this is your complaint department right up here.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Ms. VanSickle requested approval of the meeting agenda.

On MOTION by Mr. Costello seconded by Mr. Realmuto, with all in favor, Approving the Meeting Agenda, was approved 5-0.

THIRD ORDER OF BUSINESS

Public Comments on Specific Items on the Agenda (*the District Manager will read any questions or comments received from members of the public in advance of the meeting*)

Ms. VanSickle opened the public comment period, limited to three minutes each.

Conigliaro Salvatori stated he put in an application for the restaurant 6 months ago. Wants to do something special for the community and the seniors like free food delivery as well as entertainment three days a week.

Mr. Realmuto pointed out to the audience that they do expect to discuss the restaurant later on in the agenda.

Resident (Kim Troscher) spoke about the plantings in the front that aren't there when entering the gate. It affects property values. It looks terrible. Stated she thinks they should stop and figure out what they really want and do the research and start from scratch.

Resident (Marianne Zak) spoke about the restaurant and positive things about Tropical Fusion noting he is eager to make this a wonderful place for residents, and he is a resident as well. Asked to put Sal back on the agenda. Asked if the Board or Matt have an end date as to when the handicapped door will be installed over here.

Resident (Kevin Fitzsimmons) asked who has the money, Lake Wales side or Winter Haven side. Which one has a deficit, Lake Wales or Winter Haven?

FOURTH ORDER OF BUSINESS

Consideration of Minutes from the June 15, 2026 Board of Supervisors Meeting

Ms. VanSickle presented the minutes from the June 15, 2026 Board of Supervisors meeting. Ms. Burns received a few comments from Ms. VanSickle that have been incorporated. Mr. Realmuto had some changes from Ms. to Mr.

On MOTION by Ms. Landgrebe, seconded by Mr. Realmuto, with all in favor, the Minutes from the June 15, 2026 Board of Supervisors Meeting, were approved as amended 5-0.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Engineer

Mr. Poston provided an update on the additional storm sewer inspections over in the Turnberry Lane area. He reviewed two proposals, one from Shenandoah for \$7,225 and one from Insight for \$5,220. He noted they are both going on time and materials. He noted if Shenandoah had the better price, he would think they might be better off to go with them because they actually did the pipelining the previous time. It would be possible they're the ones that end up doing the repair work in the future. He prefers not to delay this work.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, NTE \$5,220 for the work with the understanding Garrett will go back to the other bidder to get an equivalent bid, was approved 5-0.

The Board discussed a homeowner who requested to place riprap along the bank of adjacent CDD owned canal to protect property from erosion. The proposal and details were provided by the homeowner to CDD staff. Ms. Hancock stated if this is something the Board wants to move forward with, they will need to put in place basically a construction easement saying, an individual is allowed to enter this portion of CDD property and install this type of improvement or riprap. The Board agreed to pick up the legal expenses.

On MOTION by Mr. Ulrich, seconded by Ms. VanSickle with all in favor, to allow the repair and authorize District Counsel to draft the agreement, was approved 5-0.

B. Attorney

I. Discussion Regarding Drainage on CDD Property

Ms. Hancock discussed the two issues going on, on CDD property concerning drainage. The first one is having property things placed in conservation areas behind individuals' homes and the second is different types of drainage systems installed on CDD property. Staff will prepare a report for the items that they have already sent letters out for. Savannah will bring a draft encroachment policy to the next meeting for the Board's review and consideration. For the items that are in the conservation area, the Board directed her to send another letter that says the homeowner has until X date to remove or CDD will be going to take it. Staff will go out to all the conservation areas and determine who may still be in violation and take pictures. Jill suggested that Garret make a conservation list and the other list to get to Matt to have it reviewed and bring a spreadsheet to the next meeting that has the address, whatever the item is that's installed, removed yesterday. Matt will manage it and report back. Savannah asked that when Matt's team goes out if they could get pictures with the stuff in the conservation areas as she likes to include a picture with the letters.

II. Discussion Regarding FEMA Appeal

Ms. Hancock discussed FEMA's policies and rules that just pretty clearly state anything behind a gate is not open to the public and is not available to be reimbursed by FEMA. FEMA is not reviewing any appeals until 2027.

C. Field Manager

Mr. Fisher reviewed the Field Management Report on page 25 of the agenda package.

I. Aquatics Maintenance

a) Presentation of Monthly Aquatics Site Visit Review

Mr. Fisher noted Solitude provided their site visit review starting on page 28 of the agenda package.

II. Discussion Regarding Touching-Up the River Rock at Both Sides for Entrance

a) Quote from American Heritage**b) Proposal from Yellowstone Landscape**

Mr. Fisher reviewed two proposals for rock replenishment. Mr. Ulrich suggested looking at the possibility of mulching that area and repurposing that rock under the magnolia tree or in another rock location and reconsider mulch. The quote to just add rock was \$7k. He will get a proposal to move that rock, relocate it somewhere nearby and to mulch and that'll go up around the corner in front of those columns where the weeds grow. He will bring back renderings and a proposal for freeze resistant plantings at the boulevard.

III. Presentation of Bridge Inspection Report from Bevis Construction Dock Division

Mr. Fisher stated the bridge inspection report from Bevis is on page 40 of the agenda package. Four extra boards need to be replaced.

On MOTION by Mr. Ulrich, seconded by Mr. Costello, with all in favor, to move forward with the 40 boards plus four more at \$160 each, was approved 5-0.

Mr. Fisher noted the engineer will address the concrete at a future meeting. He will make sure all that information is sent to the Board prior to the meeting

D. Lake Ashton Community Director**I. Discussion Regarding Reserve Study****a) Version 8****b) Version 10**

Ms. Plavetzky reviewed the Community Directors report on page 42 of the agenda package. The Board discussed the differences in the versions of the reserve study. Supervisor Realmuto and Supervisor Costello questioned the life expectancy on some of the items stating it's just unrealistic such as with the pavers. The stage lighting and audio system were missed in the reserve study and should be included. Ms. VanSickle touched on the fencing or wall and whether to do it incrementally or all at once. Mr. Realmuto suggested deferring the fencing at the moment. He also asked for an explanation ending with a formula or the math that was used to calculate what defines 100% funding.

On MOTION by Mr. Realmuto, seconded by Mr. Costello, with Mr. Ulrich and Ms. Landgrebe in favor and Ms. VanSickle opposed, The Reserve Study Version 10 with revisions, was approved 4-1.

Denise spoke about an independent moderator working to provide a candidate forum on October 5th. Ms. Burns noted the Board and staff have always taken the stance that they are not involved in the election and not involved in the candidate forums. Those are run by independent groups. Savannah requested if it is some type of candidate forum that on whatever advertisement or email blast it says, this is not hosted by the Lake Ashton Community Development District, nor is it endorsed by the Lake Ashton CDD.

Staff is looking at it from a room reservation standpoint. If they are not breaking amenity policies, they don't traditionally get involved in what those groups are doing. If advertised as a workshop Board members are protected under Sunshine law because it's advertised as an open meeting of the Board. Whoever wants to have forum would need to let Denise know by August 15th so all will be on the same ad. Ms. VanSickle recalled that the District has a campaign policy.

Ms. Hancock reviewed the things that any Board member considering making an endorsement just to keep you in line with the ethics laws that are within the state that they are subject to as a sitting supervisor. She will send a memo with best practices for campaign season.

Denise provided an update on the door repair. Mr. Realmuto stated they want to be able to tap the card and access from there, the door opens for them and they don't have to push another button.

E. District Manager

Ms. Burns had nothing to report but offered to take questions.

SIXTH ORDER OF BUSINESS

Financial Reports

A. Combined Balance Sheets

B. Capital Projects Reserve Fund

C. Statement of Revenues, Expenditures, and Changes in Fund Balance

D. Approval of Check Run Summary

Ms. VanSickle asked for any questions on any of the financial reports and approval of the check run summary. Mr. Realmuto asked about a large expense for a publishing company. Jill stated it was probably the newspaper ad for the assessment hearing.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Check Run Summary, was approved 5-0.

SEVENTH ORDER OF BUSINESS**Old Business****A. Discussion Regarding Restaurant RFP and Options Moving Forward****I) Update from District Counsel on Question Submitted to Tropical Fusion**

The Board discussed the restaurant RFP. Ms. Hancock brought back information from the Tropical Fusion individual and some answered questions from him. She reviewed different options such as a licensing agreement and a lease as well as a short-term rental. Ms. VanSickle liked the idea of a more robust RFP.

On MOTION by Mr. Realmuto seconded by Mr. Ulrich, with Ms. Landgrebe in favor and Ms. VanSickle and Mr. Costello opposed, to respond to Tropical Fusion with their required terms, would be an \$8,000 deposit, rent at \$1,250 per month with one-year renewable lease, a pro forma cash and business plan of how they're going to get it going and provide all proof of licensing by August 5th after executing the document, was approved 3-2.

Ms. Hancock requested all of the above to be in place before they even move forward with a lease because they can't be operating without a license.

EIGHTH ORDER OF BUSINESS**New Business****A. Public Hearings**

Ms. Burns stated a copy of the budget with the amount directed from the Board is included in the agenda package. This budget has been sent to the city 60 days prior to this public hearing date, and a mailed notice was sent to all property owners within the community. She asked for a motion to open for public comments first.

On MOTION by Ms. Landgrebe, seconded by Mr. Ulrich, with all in favor, Opening the Public Hearing, was approved 5-0.

Marianne Zak spoke about the budget and raising the assessment to \$175. Asked the Board to reconsider.

Deborah Murry spoke about the Board raising assessments instead of cutting spending. People on a fixed income cannot afford it.

I. Public Hearing on the Adoption of the Fiscal Year 2026/2027 Budget
a) Consideration of Resolution 2026-05 Adopting the District's Fiscal Year 2026/2027 Budget and Appropriating Funds*

**Supervisor Realmuto requested his handout regarding the budget and assessments be included in the minutes and it is included as the last page of this document*

Mr. Realmuto stated his goal is to keep the Capital Projects Fund funded so that when something is needed like a road replaced or some drainage fixed, really important items like that, the money is there. He noted to keep in mind those residents who can't afford that, and they owe it to them to save as much or reduce expenditures by at least as much as they are contemplating raising their assessments. He moved to approve an assessment increase of \$100 per lot which is in line with inflation. Mr. Costello questioned a zero assessment. Mr. Ulrich stated looking at the capital Reserve study, his thought is to do the projects that need to be done in the FY27 and not affect the overall savings in the Capital Reserve fund for the following year.

On MOTION by Mr. Realmuto, seconded by Mr. Ulrich, with Mr. Costello, Ms. VanSickle and Ms. Landgrebe opposed, \$100 per lot increase, the motion failed 2-3.

Supervisor Landgrebe noted if they continue to look here and not ahead, they are not going to be funded.

On MOTION by Ms. Landgrebe, seconded by Ms. VanSickle, with Mr. Costello in favor and Mr. Realmuto and Mr. Ulrich opposed, Resolution 2026-05 Adopting the District's Fiscal

Year 2026/2027 budget and appropriating funds & \$150 per lot increase, was approved 3-2.

Ms. VanSickle asked for a motion to close the public hearing.

On MOTION by Mr. Costello, seconded by Ms. Landgrebe, with all in favor, to close the public hearing, was approved 5-0.

II. Public Hearing on the Adoption of the Imposition of Operations and Maintenance Special Assessments

Ms. Burns asked for a motion to open the public hearing on imposition of operations and maintenance special assessments.

On MOTION by Ms. Landgrebe, seconded by Mr. Ulrich, with all in favor, to open the public hearing, was approved 5-0.

Marianne Zak spoke about the \$150 assessment increase rather than just having an assessment if there was an emergency.

a) Consideration of Resolution 2026-06 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns stated this certifies the assessment for collection based on the amount that was just approved as well as the previously levied debt assessments.

On MOTION by Ms. VanSickle, seconded by Ms. Landgrebe, with all in favor, Resolution 2026-06 Imposing Special Assessments and Certifying an Assessment Roll, was approved 5-0.

Ms. Burns asked for a motion to close the public hearing.

On MOTION by Ms. VanSickle, seconded by Mr. Costello, with all in favor, Closing the Public Hearing, was approved 5-0.

B. Consideration of Resolution 2026-07 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2026/2027

Ms. Burns stated the meeting schedule included in the agenda package is the same as the current schedule. It is the third Monday at 9:00 a.m. at this location. An adjustment was made for a holiday in January which was bumped back a week. Mr. Realmuto stated the November 16th meeting falls the day before whoever the residents potentially elect for three new Supervisors take office. He proposed moving it by at least one day or move it to the 23rd.

On MOTION by Mr. Realmuto, seconded by Mr. Ulrich, with all in favor, Resolution 2026-07 Designation of a regular monthly meeting date, time and location for FY2026/2027 with the November date being moved to the 23rd at 9:00 a.m., was approved 5-0.

TENTH ORDER OF BUSINESS

Public Comments

Marianne Zak (4031 Birkdale) Spoke about the restaurant and noted Sal has proven himself and asked the Board to consider him. With Fusion, they won't get their chef or servers. The Board should consider all the people.

NINTH ORDER OF BUSINESS

**CLOSED SECURITY SESSION
AVAILABLE**

**The recording ended at this time.*

ELEVENTH ORDER OF BUSINESS

**Supervisor Requests/Supervisor
Open Discussion**

TWELFTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

On MOTION by Ms. Landgrebe, seconded by Mr. Costello, with all in favor, the meeting was adjourned.

July 20, 2026

Lake Ashton CDD

Lake Ashton CDD Assessment History

from July 2026 Agenda with additional info for a \$100/lot increase

Provided by Supervisor Realmuto

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027 w/ +\$175 per lot	FY 2027 w/ +\$100 per lot
Net Assessment	\$1,703,644	\$1,789,053	\$2,055,306	\$2,145,886	\$2,336,610	\$2,336,605	\$2,495,773	\$2,427,562
Net Assessment Y/Y Increase	\$131,568	\$85,409	\$266,252	\$90,580	\$190,724	\$6	\$159,168	\$90,958
Plus Collection Fees (7%)	\$128,231	\$134,660	\$154,700	\$161,518	\$175,874	\$175,873	\$187,854	\$182,720
Gross Assessment	\$1,831,875	\$1,923,713	\$2,210,006	\$2,307,404	\$2,512,484	\$2,512,478	\$2,683,626	\$2,610,282
No. of Units	977	977	974	974	978	978	978	978
Gross Per Unit Assessment	\$1,875	\$1,969	\$2,269	\$2,369	\$2,569	\$2,569	\$2,744	\$2,669
Per Unit Y/Y Increase	\$161	\$94	\$300	\$100	\$200	\$0	\$175	\$100
Per Unit % Y/Y Increase	9.37%	5.01%	15.24%	4.41%	8.44%	0.00%	6.81%	3.64%
Cumulative Assessment Increase							\$1,030	\$955
Cumulative % Assessment Increase							60.1%	55.7%

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

SECTION A



08/17/2026

**Lake Ashton CDD Meeting
Engineering Report**

- **Waterford Paving**
 - Turnberry Area Storm Sewer Inspection Completed
 - Report received 8/10/26, summary to be provided under separate cover.

- **Encroachments**

- **Marina Bridges**
 - Coordinating with contractors

SECTION 1

WETLAND/CDD PROPERTY ENCROACHMENT INSPECTION REPORT

Photographic Field Documentation

Inspection Date: August 7, 2026

Properties Documented	19
Photographs Included	20

4135 ABERDEEN LN

Property 1 of 19



Observation- Landscaping observed beyond wetland markers.

4139 ABERDEEN LN

Property 2 of 19



Observation- Nothing to report.

4147 ABERDEEN LN

Property 3 of 19



Observation- Mowing beyond wetland markers.

4187 ABERDEEN LN

Property 4 of 19



Observation- Nothing to report.

4192 ABERDEEN LN

Property 5 of 19



Observation- Nothing to report.

3032 DUNMORE DR

Property 6 of 19



Observation- Nothing to report.

3008 DUNMORE DR

Property 7 of 19



Observation- Nothing to report.

4160 LIMERICK DR

Property 8 of 19



Observation- Landscaping beds encroaching into CDD property.

3608 BLACKMOOR LN

Property 9 of 19



Observation- No pop-up drain seen. Nothing to report.

3604 BLACKMOOR LN

Property 10 of 19



Observation- No landscaping beds in CDD property. Nothing to report.

3612 BLACKMOOR LN

Property 11 of 19



Observation- Landscaping beds encroaching into CDD property.

3616 BLACKMOOR LN

Property 12 of 19



Observation- Landscaping beds encroaching into CDD property.

4309 BERWICK DR

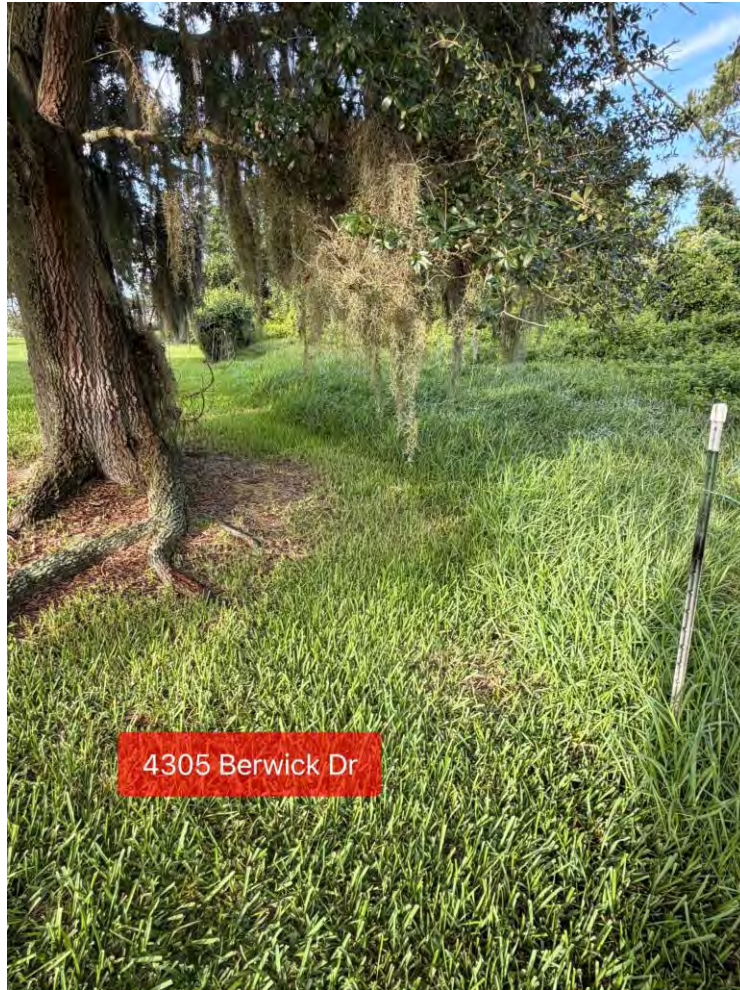
Property 13 of 19



Observation- Nothing to report.

4305 BERWICK DR

Property 14 of 19



Observation- Nothing to report.

4301 BERWICK DR

Property 15 of 19



Observation- Nothing to report.

4297 BERWICK DR

Property 16 of 19



Observation- Nothing to report.

4293 BERWICK DR

Property 17 of 19



Observation- Nothing to report.

4289 BERWICK DR

Property 18 of 19



Observation- Mowing beyond wetland markers.

4281 BERWICK DR

Property 19 of 19



Observation- Nothing to report.

SECTION B

SECTION 1

RESOLUTION 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE FOR A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES AND FEES OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake Ashton Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**Act**”), for the purpose of owning, operating, maintaining, and providing certain public infrastructure improvements; and

WHEREAS, the District owns and is responsible for maintaining certain property and public improvements within the District’s boundaries (together, “**District Property**”); and

WHEREAS, unauthorized use of the District’s property or encroachments thereon increases the risk of damage to said property and increases liability for the District; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) is authorized by the Act to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to set a public hearing to consider adoption of a policy and application fee for the installation of improvements on District Property, attached hereto as **Exhibit A** and incorporated herein by this reference (“**Encroachment Policy**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Board intends to adopt its proposed Encroachment Policy, attached hereto as **Exhibit A**, which includes an application fee. The District will hold a public hearing on such Encroachment Policy at a meeting of the Board to be held on **Monday, October 19, 2026, at 9:00 AM at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, Florida 33859.**

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 17th day of August 2026.

ATTEST:

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Proposed Encroachment Policy

EXHIBIT A
Proposed Encroachment Policy

[To begin on the following page.]

LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT
Encroachment Policy

Effective: _____

1. **Scope.** This policy applies to requests to construct/install improvements on property owned by or within easements held by the Lake Ashton Community Development District (“District”) and requests to construct/install improvements on or attaching to District property or District easements. No improvements, including fences, pavers, landscaping, etc., may be constructed or installed on District property, within District easements, or attached to District property (ex. fences and perimeter walls) without approval from the District. This policy is intended to prevent damage which may be caused by unauthorized installation of improvements on District property, obstruction of District easements or attachment to District fences.
2. **Request Procedures.** Individuals who wish to construct or install improvements on District property, within a District easement, or construct or install improvements attaching to District property must (a) submit an application form to the District Manager or his or her designee, and (b) pay a **\$0 - \$1,000** fee to offset the costs of processing the request. The application must be signed by the owner(s) of the property. Please note that fences and other improvements may not be permissible in certain easement areas due to underground improvements, access and maintenance requirements, or other factors in the District’s discretion.
3. **Review.** The District Engineer shall review the encroachment request to determine if the proposed improvement(s) would have a negative impact on any District property and/or improvements, including the stormwater management system. Such review may include, in the District Engineer’s discretion, conducting an in-person site inspection. The District Engineer shall recommend one of the following actions:
 - a. Approve the variance request, with or without conditions; or
 - b. Deny the variance request.
4. **Approval.** If approved, the owner(s) of the property must execute an agreement in a form acceptable to the District, which shall be recorded in the Public Records of Polk County, Florida. The District Manager shall have authority to approve applications upon receiving the District Engineer’s recommendation. There shall be no requirement to bring the application before the Board of Supervisors (“Board”) for approval, unless extraordinary circumstances warrant Board consideration. The District’s approval of an application constitutes approval from the District only. The requestor is responsible for obtaining any other necessary approvals, permits and authorizations for the project, including but not limited to approvals from a homeowners’ association, county, municipality, or any other entity having an interest in the project or property utilized.
5. **Denial.** The District reserves the right to deny any request, even if recommended for approval by the District Engineer, if the request, in the District’s sole discretion, poses an undue risk of damage to District property or improvements; unduly limits the District’s rights to use an easement for its stated purpose; poses an undue risk to the health, safety, or welfare of District residents, guests, staff, and invitees; and/or is otherwise incompatible with the nature of the property and/or easement in question. If a request is denied, the requestor may appeal the denial at the next meeting of the Board that is at least ten (10) days from the notice of denial. The Board’s decision upon appeal shall be final.
6. **Encroachment Without Approval.** If improvements are constructed or installed on District property, within a District easement, or attached to District property without approval, or exceed the scope of any prior approval, the District reserves the right to take all available legal action against the person or entity engaging in such unauthorized use.

7. **Severability.** The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.
8. **Sovereign Immunity.** Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

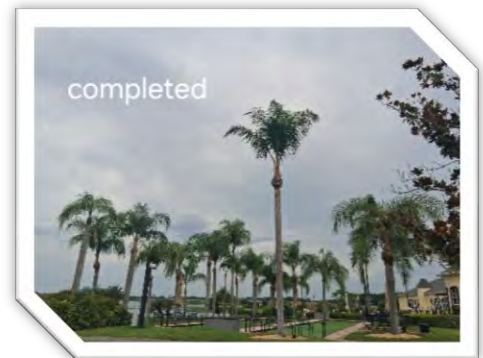
SECTION C

Lake Ashton CDD

Field Management Report

Completed Items

- Staff replaced torn Tennis Ct windscreen.
- Staff installed missing fire hydrant road reflectors.
- Staff replaced faulty handicap push button part to main Lobby door. Functioning properly now.
- Fire extinguisher mounting hook has been replaced at the Pavilion.
- Staff repaired hot water heater in the Ballroom catering kitchen.
- Staff replaced burnt lights in the Lobby and main hallway.
- Staff repaired leaking water spigot on the south side of the Clubhouse. Replaced rubber seal.
- Unsightly door kick plates have been installed throughout the Clubhouse.
- Staff repaired Restaurant bar area cabinets.
- Staff cleaned Restaurant patio fans.



Contracted Services

- A review of all contracted services has been completed to ensure compliance.
- Solitude continues to provide effective monitoring and treatment of algae blooms and invasive aquatic vegetation. Solitude will be replanting littoral plants at site 5. The previous plants did not thrive.
- Yellowstone continues to provide satisfactory landscaping service. Detailing of the landscaping beds is needed along Lake Ashton Blvd. This has been conveyed to the site manager.
- Medjool Date Palm and Queen Palm fronds have been trimmed.

In Progress

- Paver walkway repairs have been completed. Staff reviewed and are having the vendor return to address unsatisfactory sections.
- Exterior wash of the Clubhouse.
- Concrete sidewalks pressure washed.



SECTION 1

SECTION (a)

Lake Ashton CDD

4141 Ashton Club Drive,
Lake Wales, FL 33859
SOLitude Lake Management

Legend

- 4141 Ashton Club Dr
- canal
- Conservation Area
- littoral shelf 1
- pond
- wetland



Service Report



Work Order 01004469

Work Order 01004469
Number

Created Date 7/13/2026

Account Lake Ashton CDD

Contact Matthew Fisher

Address 4141 Ashton Club Drive
Lake Wales, FL 33859
United States

Work Details

Specialist Comments to Customer
Treated ponds 4, 5, 10, 11, 12, 17 and 29 for algae, submerged weeds, shoreline weeds and emergent grasses. Thank you for letting Solitude service your community.

Prepared By Steven Smith

Work Order Assets

Asset	Status	Product Work Type
Lake - ALL	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Lake - ALL	LITTORAL SHELF	
Lake - ALL	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake - ALL	SHORELINE WEED CONTROL	
Lake - ALL	MONITORING	
Lake - ALL	LAKE WEED CONTROL	
Lake - ALL	DYE APPLICATION	
Lake - ALL	ALGAE CONTROL	
Lake - ALL		

Service Report



Work Order 01004469

Work Order 01004469
Number

Created Date 7/14/2026

Account Lake Ashton CDD

Contact Matthew Fisher

Address 4141 Ashton Club Drive
Lake Wales, FL 33859
United States

Work Details

Specialist Comments to Customer Treated ponds 13, 16, and 30 for algae, shoreline weeds and emergent grasses. Treated wetland 1, 2, 6 and 7 for thistle weeds. Thank you for choosing Solitude.

Prepared By Steven Smith

Work Order Assets

Asset	Status	Product Work Type
Lake - ALL	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Lake - ALL	LITTORAL SHELF	
Lake - ALL	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake - ALL	SHORELINE WEED CONTROL	
Lake - ALL	MONITORING	
Lake - ALL	LAKE WEED CONTROL	
Lake - ALL	DYE APPLICATION	
Lake - ALL	ALGAE CONTROL	
Lake - ALL		

Service Report



Work Order 01004469

Work Order 01004469
Number

Created Date 7/17/2026

Account Lake Ashton CDD

Contact Matthew Fisher

Address 4141 Ashton Club Drive
Lake Wales, FL 33859
United States

Work Details

Specialist Treated canals 1 and 2 and ponds 9, 19, 21 and
Comments to 26 for lilies, algae, submerged weeds, shoreline
Customer weeds and emergent grasses.

Prepared By Steven Smith

Work Order Assets

Asset	Status	Product Work Type
Lake - ALL	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Lake - ALL	LITTORAL SHELF	
Lake - ALL	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Lake - ALL	SHORELINE WEED CONTROL	
Lake - ALL	MONITORING	
Lake - ALL	LAKE WEED CONTROL	
Lake - ALL	DYE APPLICATION	
Lake - ALL	ALGAE CONTROL	
Lake - ALL		

SECTION 2

SECTION (a)







SECTION (b)

SECTION 1

AHVD LLC

291682

CUSTOMER'S ORDER NO.						
DEPARTMENT					DATE 8/4/2026	
NAME LAKE ASTON						
ADDRESS						
CITY, STATE, ZIP						
SOLD BY	CASH	COD	CHARGE	ON ACCT	MDSE RETD	PAID OUT
1	275	3 G	LOPOPEDUM	8.00	2200.00	
2						
3	275	3 G	DWARF OLEANER		3300.00	
4			PINK ICE	12.00		
5						
6			PLANTS TOTAL		5500.00	
7						
8	550		PLANTS			
9			INSTALLATION	5.50	3025	
10			PER PLANT			
11						
12			GRAND TOTAL		8525.00	
13						
14						
15	THIS QUOTE IS FOR 10					
16	MEDIUMS PLANTED					
17	BOTH SIDES					
18						
RECEIVED BY						

KEEP THIS SLIP FOR REFERENCE

NO. 0002394

CUSTOMER ORDER NO.		DEPARTMENT		DATE			
NAME		LAKE Aston		8/9/2022			
ADDRESS							
CITY, STATE, ZIP							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RETD.	PAID OUT	WHEN SHIP
QUANTITY	DESCRIPTION			PRICE	AMOUNT		
1							
2	275	36 Looper Vm		8.00	2200.		✓
3							
4	275	36 Dwarf Fire Bush		8.00	2200.00		
5							
6		Plant total			4400		✓
7							
8	550	Plants Installation					
9		Per Plant		5.50	3025		✓
10							
11							
12		10 mediums - Planted					
13		Both sides					
14							
15							
16		Jm					
17							
RECEIVED BY				TAX			
				TOTAL			

ORIGINAL

SECTION 2



Proposal #: 739353

Date: 8/5/2026

From: Jose Romero

**Landscape Enhancement Proposal for
Lake Ashton CDD**

Christine Wells
Lake Ashton CDD

cwells@lakeashtoncdd.com

LOCATION OF PROPERTY

4141 Ashton Club Dr
Lake Wales, FL 33859

Shrubs for Center Islands on Blvd

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
General Labor	60	\$74.57	\$4,474.22
Loropetalum, 3 GAL	275	\$15.71	\$4,321.36
Irrigation Parts	1	\$250.00	\$250.00

Proposal Includes Labor and Material.

275 Loropetalum 3 Gals

Terms and Conditions: Signature below authorizes Yellowstone to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

AUTHORIZATION TO PERFORM WORK:

By _____

Print Name/Title

Date _____

Lake Ashton CDD

Subtotal	\$9,045.58
Sales Tax	\$0.00
Proposal Total	\$9,045.58

THIS IS NOT AN INVOICE



Proposal #: 739364

Date: 8/5/2026

From: Jose Romero

**Landscape Enhancement Proposal for
Lake Ashton CDD**

Christine Wells
Lake Ashton CDD

cwells@lakeashtoncdd.com

LOCATION OF PROPERTY

4141 Ashton Club Dr
Lake Wales, FL 33859

Shrubs for Center Islands on Blvd

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
General Labor	60	\$74.57	\$4,474.22
Dwarf Oleander, 3 GAL	275	\$17.14	\$4,714.22
Irrigation Parts	1	\$250.00	\$250.00

Proposal Includes Labor and Material.

275 Dwarf Oleander 3 Gals

Terms and Conditions: Signature below authorizes Yellowstone to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

AUTHORIZATION TO PERFORM WORK:

By _____

Print Name/Title

Date _____

Lake Ashton CDD

Subtotal	\$9,438.44
Sales Tax	\$0.00
Proposal Total	\$9,438.44

THIS IS NOT AN INVOICE



Proposal #: 739375

Date: 8/6/2026

From: Jose Romero

**Landscape Enhancement Proposal for
Lake Ashton CDD**

Christine Wells
Lake Ashton CDD

cwells@lakeashtoncdd.com

LOCATION OF PROPERTY

4141 Ashton Club Dr
Lake Wales, FL 33859

Shrubs for Front & Side of Property

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
General Labor	60	\$74.57	\$4,474.22
Firebush, 3 GAL	275	\$18.57	\$5,107.07
Irrigation Parts	1	\$250.00	\$250.00

Proposal Includes Labor and Material.

275 Firebush 3 Gals

Terms and Conditions: Signature below authorizes Yellowstone to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

AUTHORIZATION TO PERFORM WORK:

By _____

Print Name/Title _____

Date _____

Lake Ashton CDD

Subtotal	\$9,831.29
Sales Tax	\$0.00
Proposal Total	\$9,831.29

THIS IS NOT AN INVOICE

SECTION (c)

Landscape Planting Cost Comparison

Purpose. Compare the plant and labor costs for three 275-plant selections.

Detailed Vendor Cost Breakdown

Plant Selection	Vendor	Plant Cost	Labor Cost	Total
Loropetalum	Yellowstone	\$4,321.36	\$4,474.22	\$8,795.58
Loropetalum	American Heritage	\$2,200.00	\$1,512.50	\$3,712.50
Dwarf Oleander	Yellowstone	\$4,714.22	\$4,474.22	\$9,188.44
Dwarf Oleander	American Heritage	\$3,300.00	\$1,512.50	\$4,812.50
Dwarf Firebush	Yellowstone	\$5,107.07	\$4,474.22	\$9,581.29
Dwarf Firebush	American Heritage	\$2,200.00	\$1,512.50	\$3,712.50

Staff Recommendation

Staff recommends implementing a two-variety planting plan along the boulevard, with Loropetalum and Dwarf Firebush alternating between median sections. Dwarf Oleander was a cold hardy plant option that provides color but is susceptible to caterpillar infestations. The proposed project requires 550 plants in total, consisting of 275 loropetalum and 275 dwarf firebush. The plant material will be distributed across both sides of the boulevard, with 275 plants installed along the entrance side and 275 plants installed along the exit side. This approach will provide visual variety while maintaining a consistent and coordinated appearance.

Recommended Project	Plant Cost	Labor Cost	Total
American Heritage - 275 Loropetalum	\$2,200.00	\$1,512.50	\$3,712.50
American Heritage - 275 Dwarf Firebush	\$2,200.00	\$1,512.50	\$3,712.50
American Heritage Grand Total - 550 plants	\$4,400.00	\$3,025.00	\$7,425.00
Yellowstone Combined Total - 550 plants	\$9,428.43	\$8,948.44	\$18,376.87
Estimated Savings			\$10,951.87

Recommended vendor: Based on the submitted pricing, staff recommends purchasing the plant material and installation services from American Heritage Nursery. The total installed cost for the recommended 550-plant project is \$7,425.00, representing estimated savings of \$10,951.87 compared with Yellowstone Landscape.

SECTION (d)

NO.

0002393

CUSTOMER ORDER NO.

DEPARTMENT

DATE

8/7/2026

NAME

Lake Aston

ADDRESS

CITY, STATE, ZIP

SOLD BY

CASH

C.O.D.

CHARGE

ON ACCT.

MDSE RETD.

PAID OUT

WHEN SHIP

QUANTITY

DESCRIPTION

PRICE

AMOUNT

1

15-YARDS Brown mulch
Delivered + staged

2

750.00

3

4

5

6

7

8

Relocate Rocks and
Spread mulch as
discussed

9

1750.00

10

11

12

13

14

15

16

17

2500.00

RECEIVED BY

TAX

TOTAL

OFFICE COPY

SECTION D



Lake Ashton Community Development District

COMMUNITY DIRECTOR'S REPORT

Administrative

- Follow up from Previous Board Meeting:
 - License Agreement related to request from 4105 Limerick to install rip rap at owner's expense on a small portion of CDD property behind his home to prevent further erosion was executed, with copy provided to owner, and pictures from the owner to show the work was completed.
 - Counsel provided BOS with information and questions from Tropical Fusion for discussion at the August meeting.
 - District policy requires contracted vendors to register with SunBiz and carry at least \$2M for insurance policies. TekWave is awaiting approval from SunBiz to complete approval of contract for support of access and security system. ASG (service vendor for security system) and C&L Pressure Washing (proposal to clean perimeter wall on Thompson Nursery) carry insurance of \$1M. Board approval is required to proceed with vendors who carry less than \$2M in coverage.
 - Management met with Capital Reserve Advisors to discuss most recent draft, with additional information available soon.
 - ASG (access system vendor) has been given contact information for Precision to get information needed to proceed with approved installation of automatic (push button) access at west/dressing room door.
- Candidate Forums: Two candidate forums are scheduled: Sept 29 (town hall sponsored by Garden Club) and Oct 5 (with moderator), with a deadline of August 15 for additional forums so that required notice can be posted.
- Meetings:
 - The next BOS meeting is 9am, on August 17th. The Joint Meeting scheduled for the same date has been cancelled.

Maintenance & Capital Projects

- Field Operations Manager has provided a separate report with updates on projects.
- The District Engineer has provided a separate report on items on which they are consulting.

Safety & Security

- At BOS direction, Nation Security has revised roving patrol to include hourly checks of pool and is providing daily shift reports reflecting that; issues are addressed as they arise, with good feedback received from BOS and residents.
- Draft post orders will be provided under separate cover for BOS review at the next meeting.

Lifestyles

- Monday Coffee: So far, Monday Coffee events in August have been well attended and include Natural Encounters on August 3 (with many compliments from attendees), Advent Health on August 10, The Bug Dr on August 24 and Aging Care Experts on August 31.
- Activities & Events: Upcoming events include Latitude Adjustment (Aug. 28), End of Summer Shindig (Sept. 11), Fall Festival (Oct. 3) and Trunk or Treat (Oct. 31).
- LA Times: August newsletter was available digitally on July 31 digitally and in print (front and back page below) on August 3 (because of the weekend). The deadline for articles in the August edition is August 15, for September 1st distribution.

Lake Ashton Community Development District - Project tracking List

Lake Ashton Community Development District - Project tracking List

CLUBHOUSE

BOARD APPROVAL	PROJECT NAME	APPROVED BUDGET	CURRENT STATUS	PAID FROM GENERAL FUND	PAID FROM CAPITAL PROJECTS FUND	Difference
8/10/2026	Roof repairs needed (east side of clubhouse)		(8/10/26) Jurin Roofing scheduled for inspection on 8/11			
1/26/2026	Installation of automatic door opener on the western entrance to ballroom	\$6,500.00	(4/13/26) Rec'd revised quote for \$2,799.99 to move the amenity card access reader to install the automatic door opener (6/8/26) Precision expects to be onsite 6/12 to assess installation of door opener (7/1/26) Discussed install with approved vendor, who would like Precision to confirm proposed upgrade is appropriate to address issue. Awaiting service call from Precision.			
			(8/10/26) ASG will work directly with Precision to get information needed to proceed with approved installation.			
4/15/2024	Conversion of propane to natural gas	\$37,693.00	(4/7/25) Staff is working on scheduling the conversion of hot water heaters <u>PAID AS OF 1/13/25:</u> (DOES NOT INCLUDE REBATES IN PROCESS) \$885 - hooking restaurant line to meter & new quick connect \$18,235 - restaurant kitchen equipment \$1,200 - changing ansul system for new equipment in restaurant kitchen \$1,640 - convert spa heater \$5,500 - New pool heater Replacement of 3 water heaters remaining	\$0.00	\$27,460.00	
COMPLETED						
2/23/2026	Install TVs in ballroom & restaurant		(4/13/26) COMPLETE	\$2,832.83		0.00
1/26/2026	Install card reader at north ballroom entrance	\$6,500.00				
5/12/2025	Ballroom refurbishment - carpet replacement	\$35,000.00	(2/16/26) COMPLETE		\$35,000.00	0.00
5/12/2025	Ballroom refurbishment - Dance floor replacement	\$23,000.00	(2/16/26) COMPLETE		\$23,000.00	0.00
5/12/2025	Ballroom refurbishment - drape replacement & roller shades	\$51,623.00	(10/24/25) COMPLETE		\$51,623.00	0.00
8/18/2025	TNR entrance bridge erosion	\$4,356.00	(9/22/25) COMPLETE		\$4,356.00	0.00
8/18/2025	East course bridges pressure washing & sealing	\$13,500.00	(9/26/25) COMPLETE		\$13,500.00	0.00
12/26/2024	Replace 48 street signs throughout community	\$6,300.00	(9/8/25) COMPLETE		\$5,545.35	754.65

Lake Ashton Community Development District - Project tracking List

GROUNDS (Landscaping, Roads, Stormwater Mgtmt, Bridges & Concrete Pathways)

BOARD APPROVAL	PROJECT NAME	APPROVED BUDGET	CURRENT STATUS	PAID FROM GENERAL FUND	PAID FROM CAPITAL PROJECTS FUND	Difference
N/A	Refresh river rock at entrance		Matt looking at pricing & add 1000 plants			
7/20/2026	East course bridges-board replacement	\$6,640.00	(7/27/26) Rec'd signed contract addendum to add 4 boards approved at 7/20 BOS meeting. Awaiting scheduling			
7/20/2026	Pipe Inspection (Turnberry, Strathmore & Berwick) prior to paving Waterford Dr	\$5,220.00	(7/28/26) Awaiting scheduling			
	Paver repairs (C&C Outdoors)	\$1,500.00		\$1,500.00		
COMPLETED						
5/18/2026	Replace freeze damaged plants front entry/exit		(7/31/26) Complete	\$6,999.99		
5/18/2026	End caps along blvd		(7/31/26) Complete	\$285.71		
5/18/2026	Fountain full semi-circle		(7/31/26) Complete	\$1,714.26		
4/20/2026	Planting in littoral area of pond 5	\$2,700.00	(7/20/26) Complete (5/11/26) Deposit has been issued	\$1,350.00		
4/20/2026	Removal of dead plants throughout CDD property	\$5,357.06	(5/11/26) Work is scheduled to take place week of 5/11/26 (7/1/26) Work completed, awaiting invoice			
4/20/2026	Testing for Waterford Dr prior to paving	\$8,624.00	(5/11/26) Base layer testing (geotechnical) is \$3,800 (Nissi) and storm water testing is \$4,824 (Insight) (7/1/26) Testing complete and report received			
3/16/2026	Install mulch along Aberdeen fence line bordering TNR (Yellowstone)	\$3,623.58	(4/13/26) Pending scheduling			
3/16/2026	Restriping east & west parking lot (1-800 Striper)	\$2,250.11	(5/11/26) Some minor corrections need to be made in the west parking lot		\$2,250.11	0.00
3/16/2026	Install retaining wall along pond bank 20 at hole #1 on east golf course (Toole's Tractor)	\$58,000.00	(5/11/26) Work is in progress (6/8/26) COMPLETE		\$57,780.00	220.00
11/17/2025	Repair flume on pond 18 (Toole's Tractor)	\$7,830.00	(5/11/26) COMPLETE		\$7,830.00	0.00
11/15/2025	Pond erosion study (Rayl)	\$10,000.00	(2/16/26) COMPLETE	\$10,000.00		0.00
4/14/2025	Turnberry Lane repave	\$149,678.15	(1/16/26) COMPLETE Project started 10/3/25, completed 10/22/25. Engineer approved 90% payment due to repairs needed, repairs completed and vendor paid in full with change order of \$7650 that was reimbursed by City of Lake Wales.		\$157,328.15	0.00
10/20/2025	Well pump replacement (clubhouse)	\$4,648.49	(10/21/25) COMPLETE	\$4,648.49		0.00

10/20/2025	Replace bridge boards on east golf course (Bevis Construction)	\$16,000.00	(11/26/25) Work completed and inspected, final payment issued to vendor		\$16,000.00	0.00
9/15/2025	Restripe east parking lot (add HC spot)	\$862.98	(10/13/25) COMPLETE		\$862.98	0.00
8/18/2025	TNR entrance bridge erosion	\$4,356.00	(9/22/25) COMPLETE		\$4,356.00	0.00
8/18/2025	East course bridges pressure washing & sealing	\$13,500.00	(9/26/25) COMPLETE		\$13,500.00	0.00
12/26/2024	Replace 48 street signs throughout community	\$6,300.00	(9/8/25) COMPLETE		\$5,545.35	754.65

SECTION VI

SECTION A

Lake Ashton
Community Development District
Combined Balance Sheet
July 31, 2026

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 66,324	\$ -	\$ -	\$ 66,324
Capital Reserve Account	\$ -	\$ -	\$ 25,890	\$ 25,890
Lease Receivable	\$ 39,095	\$ -	\$ -	\$ 39,095
Due from General Fund	\$ -	\$ 26,747	\$ -	\$ 26,747
<u>Investments:</u>				
Investment Pool - State Board of Administration Series 2015	\$ 334,488	\$ -	\$ 999,223	\$ 1,333,711
Reserve	\$ -	\$ 170,500	\$ -	\$ 170,500
Revenue	\$ -	\$ 121,753	\$ -	\$ 121,753
Prepayment 2015-1	\$ -	\$ 44,703	\$ -	\$ 44,703
Prepayment 2015-2	\$ -	\$ 6,538	\$ -	\$ 6,538
Total Assets	\$ 439,907	\$ 370,240	\$ 1,025,113	\$ 1,835,260
Liabilities:				
Accounts Payable	\$ 43,303	\$ 4,061	\$ -	\$ 47,364
Due to Debt Service	\$ 26,747	\$ -	\$ -	\$ 26,747
Deposits Ballroom Rentals	\$ 9,910	\$ -	\$ -	\$ 9,910
Deposits-Restaurant	\$ 5,000	\$ -	\$ -	\$ 5,000
Deferred Revenue-Leases	\$ 30,988	\$ -	\$ -	\$ 30,988
Total Liabilities	\$ 115,948	\$ 4,061	\$ -	\$ 120,009
Fund Balance:				
Restricted for:				
Debt Service - Series 2015	\$ -	\$ 366,179	\$ -	\$ 366,179
Assigned for:				
Capital Reserves	\$ -	\$ -	\$ 1,025,113	\$ 1,025,113
Unassigned	\$ 323,959	\$ -	\$ -	\$ 323,959
Total Fund Balances	\$ 323,959	\$ 366,179	\$ 1,025,113	\$ 1,715,252
Total Liabilities & Fund Balance	\$ 439,907	\$ 370,240	\$ 1,025,113	\$ 1,835,260

SECTION B

Lake Ashton
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted Budget	Prorated Budget Thru 07/31/26	Actual Thru 07/31/26	Variance
<u>Revenues</u>				
Interest	\$ 30,000	\$ 25,000	\$ 28,051	\$ 3,051
Total Revenues	\$ 30,000	\$ 25,000	\$ 28,051	\$ 3,051
<u>Expenditures:</u>				
Capital Projects	\$ 312,319	\$ 260,266	\$ -	\$ 260,266
Turnberry Paving	\$ -	\$ -	\$ 157,328	\$ (157,328)
Bridge Board Replacement	\$ -	\$ -	\$ 16,000	\$ (16,000)
Ballroom Flooring	\$ -	\$ -	\$ 55,992	\$ (55,992)
Reserve Study Update	\$ -	\$ -	\$ 1,475	\$ (1,475)
Stormwater Management/Pond Erosion	\$ -	\$ -	\$ 83,735	\$ (83,735)
Street Signs	\$ -	\$ -	\$ 1,500	\$ (1,500)
Contingencies	\$ 223,150	\$ 185,958	\$ -	\$ 185,958
Other Current Charges	\$ 650	\$ 542	\$ 535	\$ 7
Total Expenditures	\$ 536,119	\$ 446,766	\$ 316,565	\$ 130,200
Excess (Deficiency) of Revenues over Expenditures	\$ (506,119)		\$ (288,515)	
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ 461,545	\$ 461,545	\$ 461,545	\$ -
Total Other Financing Sources (Uses)	\$ 461,545	\$ 461,545	\$ 461,545	\$ -
Net Change in Fund Balance	\$ (44,574)		\$ 173,030	
Fund Balance - Beginning	\$ 955,705		\$ 852,083	
Fund Balance - Ending	\$ 911,131		\$ 1,025,113	

SECTION C

Lake Ashton
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted Budget	Prorated Budget Thru 07/31/26	Actual Thru 07/31/26	Variance
Revenues:				
Special Assessments - Levy	\$ 2,336,605	\$ 2,336,605	\$ 2,350,053	\$ 13,449
Rental Income	\$ 40,000	\$ 33,333	\$ 35,525	\$ 2,192
Entertainment Fees	\$ 165,000	\$ 137,500	\$ 129,650	\$ (7,850)
Newsletter Ad Revenue	\$ 95,000	\$ 79,167	\$ 100,821	\$ 21,654
Interest Income	\$ 15,000	\$ 12,500	\$ 19,293	\$ 6,793
Restaurant Lease Income	\$ 9,000	\$ 7,500	\$ 3,164	\$ (4,336)
Sponsorship - Advent Health	\$ 8,000	\$ 8,000	\$ 8,000	\$ -
Miscellaneous Income	\$ 9,000	\$ 7,500	\$ 14,178	\$ 6,678
Security Credentials	\$ -	\$ -	\$ 4,940	\$ 4,940
Miscellaneous Income-Reimbursed Repairs	\$ -	\$ -	\$ 4,450	\$ 4,450
Total Revenues	\$ 2,677,605	\$ 2,622,105	\$ 2,670,074	\$ 47,970
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 10,000	\$ 5,850	\$ 4,150
FICA Expense	\$ 918	\$ 765	\$ 448	\$ 317
Engineering	\$ 65,000	\$ 54,167	\$ 49,903	\$ 4,264
Arbitrage	\$ 600	\$ 600	\$ 600	\$ -
Dissemination	\$ 1,545	\$ 1,288	\$ 1,288	\$ -
Dissemination-Amortization Schedules	\$ -	\$ -	\$ 950	\$ (950)
Attorney	\$ 45,000	\$ 37,500	\$ 74,099	\$ (36,599)
Annual Audit	\$ 4,000	\$ 4,000	\$ 3,250	\$ 750
Trustee Fees	\$ 4,434	\$ 4,434	\$ 4,445	\$ (10)
Management Fees	\$ 71,823	\$ 59,852	\$ 59,853	\$ (0)
Management Fees-Beyond Contract	\$ 525	\$ 438	\$ 250	\$ 188
Accounting System Software	\$ 1,030	\$ 858	\$ 858	\$ 0
Postage	\$ 3,500	\$ 2,917	\$ 2,530	\$ 387
Printing & Binding	\$ 500	\$ 417	\$ 635	\$ (218)
Newsletter Printing	\$ 55,000	\$ 45,833	\$ 45,078	\$ 755
Marketing	\$ 3,000	\$ 2,500	\$ -	\$ 2,500
Rentals & Leases	\$ 4,000	\$ 3,333	\$ 2,639	\$ 694
Insurance	\$ 90,034	\$ 90,034	\$ 84,008	\$ 6,026
Legal Advertising	\$ 1,500	\$ 1,250	\$ 2,581	\$ (1,331)
Other Current Charges	\$ 750	\$ 625	\$ 1,100	\$ (475)
Property Taxes	\$ 13,500	\$ 11,250	\$ -	\$ 11,250
Office Supplies	\$ 300	\$ 250	\$ 245	\$ 5
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 379,134	\$ 332,486	\$ 340,784	\$ (8,298)

Lake Ashton
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted Budget	Prorated Budget Thru 07/31/26	Actual Thru 07/31/26	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Field Management Services	\$ 552,842	\$ 460,701	\$ 460,703	\$ (1)
Gate/Patrol/Pool Officers	\$ 384,846	\$ 320,705	\$ 283,369	\$ 37,336
Gate/Patrol/Pool Officers-Special Events	\$ -	\$ -	\$ 4,297	\$ (4,297)
Security/Fire Alarm/Gate Repairs	\$ 9,500	\$ 7,917	\$ 828	\$ 7,089
Access Control System	\$ 67,118	\$ 55,932	\$ 44,745	\$ 11,186
Pest Control	\$ 4,690	\$ 3,908	\$ 6,844	\$ (2,936)
Telephone/Internet	\$ 7,000	\$ 5,833	\$ 5,526	\$ 307
Electric	\$ 240,000	\$ 200,000	\$ 203,034	\$ (3,034)
Water	\$ 16,000	\$ 13,333	\$ 8,329	\$ 5,005
Gas-Pool	\$ 25,000	\$ 20,833	\$ 26,367	\$ (5,534)
Refuse	\$ 8,000	\$ 6,667	\$ 7,375	\$ (709)
Repairs and Maintenance-Clubhouse	\$ 85,600	\$ 71,333	\$ 70,200	\$ 1,134
Repairs and Maintenance-Fitness Center	\$ 3,000	\$ 2,500	\$ 1,259	\$ 1,241
Repairs and Maintenance-Bowling Lanes	\$ 17,000	\$ 14,167	\$ 8,950	\$ 5,217
Repairs and Maintenance-Restaurant	\$ 6,000	\$ 5,000	\$ 20,216	\$ (15,216)
Furniture, Fixtures, Equipment	\$ 10,000	\$ 8,333	\$ 11,217	\$ (2,883)
Repairs and Maintenance-Pool	\$ 15,000	\$ 12,500	\$ 25,665	\$ (13,165)
Repairs and Maintenance-Golf Cart	\$ 8,000	\$ 6,667	\$ 4,326	\$ 2,341
Repairs and Maintenance-Reimbursed	\$ -	\$ -	\$ 2,319	\$ (2,319)
Landscape Maintenance-Contract	\$ 194,520	\$ 162,100	\$ 162,100	\$ -
Landscape Maintenance-Improvements	\$ 15,000	\$ 35,324	\$ 35,324	\$ -
Irrigation Repairs	\$ 8,500	\$ 7,083	\$ 5,355	\$ 1,729
Lake Maintenance-Contract	\$ 56,894	\$ 47,412	\$ 42,360	\$ 5,052
Lake Maintenance-Other	\$ 2,000	\$ 1,667	\$ 2,700	\$ (1,033)
Wetland/Mitigation Maintenance	\$ 48,099	\$ 40,083	\$ 16,100	\$ 23,983
Permits/Inspections	\$ 3,000	\$ 2,500	\$ 1,396	\$ 1,104
Office Supplies/Printing/Binding	\$ 5,000	\$ 4,167	\$ 1,937	\$ 2,230
Credit Card Processing Fees	\$ 5,500	\$ 4,583	\$ 3,349	\$ 1,234
Dues & Subscriptions	\$ 9,500	\$ 7,917	\$ 9,824	\$ (1,907)
Decorations	\$ 2,500	\$ 2,083	\$ 567	\$ 1,516
Special Events	\$ 165,000	\$ 124,987	\$ 124,987	\$ -
Total Operations & Maintenance	\$ 1,975,109	\$ 1,656,235	\$ 1,601,566	\$ 54,669
Total Expenditures	\$ 2,354,243	\$ 1,988,721	\$ 1,942,350	\$ 46,371
Excess (Deficiency) of Revenues over Expenditures	\$ 323,362		\$ 727,724	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ (461,545)	\$ (461,545)	\$ (461,545)	\$ -
Total Other Financing Sources/(Uses)	\$ (461,545)	\$ (461,545)	\$ (461,545)	\$ -
Net Change in Fund Balance	\$ (138,183)		\$ 266,179	
Fund Balance - Beginning	\$ 138,183		\$ 57,780	
Fund Balance - Ending	\$ -		\$ 323,959	

Lake Ashton
Community Development District
Debt Service Fund Series 2015
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted Budget	Prorated Budget Thru 07/31/26	Actual Thru 07/31/26	Variance
Revenues:				
Assessments - Tax Roll	\$ 362,500	\$ 362,500	\$ 379,812	\$ 17,312
Assessments - PPMT 2015-1	\$ -	\$ -	\$ 74,478	\$ 74,478
Assessments - PPMT 2015-2	\$ -	\$ -	\$ 6,524	\$ 6,524
Interest Income	\$ 500	\$ 417	\$ 11,594	\$ 11,177
Total Revenues	\$ 363,000	\$ 362,917	\$ 472,409	\$ 109,492
Expenditures:				
Series 2015-1				
Interest - 11/01	\$ 45,875	\$ 45,875	\$ 45,875	\$ -
Interest - 05/01	\$ 45,875	\$ 45,875	\$ 44,000	\$ 1,875
Principal - 05/01	\$ 225,000	\$ 225,000	\$ 215,000	\$ 10,000
Special Call - 11/01	\$ -	\$ -	\$ 75,000	\$ (75,000)
Special Call - 05/01	\$ -	\$ -	\$ 40,000	\$ (40,000)
Series 2015-2				
Interest - 11/01	\$ 9,000	\$ 9,000	\$ 9,000	\$ -
Interest - 05/01	\$ 9,000	\$ 9,000	\$ 8,750	\$ 250
Principal - 05/01	\$ 25,000	\$ 25,000	\$ 20,000	\$ 5,000
Special Call - 11/01	\$ -	\$ -	\$ 10,000	\$ (10,000)
Special Call - 05/01	\$ -	\$ -	\$ 5,000	\$ (5,000)
Total Expenditures	\$ 359,750	\$ 359,750	\$ 472,625	\$ (112,875)
Excess (Deficiency) of Revenues over Expenditures	\$ 3,250		\$ (216)	
Net Change in Fund Balance	\$ 3,250		\$ (216)	
Fund Balance - Beginning	\$ 117,841		\$ 366,396	
Fund Balance - Ending	\$ 121,091		\$ 366,179	

Lake Ashton
Community Development District
Month to Month
FY 2026

	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
Revenues:													
Special Assessments - Levy	\$ -	\$ 568,998	\$ 1,566,707	\$ 65,254	\$ 46,377	\$ 32,423	\$ 46,143	\$ -	\$ 21,519	\$ 2,633	\$ -	\$ -	\$ 2,350,053
Rental Income	\$ 3,700	\$ 5,150	\$ 4,150	\$ 7,725	\$ 2,350	\$ 2,700	\$ 3,450	\$ 2,800	\$ 3,500	\$ -	\$ -	\$ -	\$ 35,525
Entertainment Fees	\$ 6,434	\$ 1,752	\$ 88,931	\$ 2,112	\$ 8,902	\$ 8,398	\$ 3,779	\$ 4,957	\$ 588	\$ 3,797	\$ -	\$ -	\$ 129,650
Newsletter Ad Revenue	\$ 14,983	\$ 4,838	\$ 10,062	\$ 33,533	\$ 4,099	\$ 11,210	\$ 8,504	\$ 9,459	\$ 575	\$ 3,560	\$ -	\$ -	\$ 100,821
Interest Income	\$ 167	\$ 43	\$ 98	\$ 3,816	\$ 3,367	\$ 3,446	\$ 2,735	\$ 2,416	\$ 1,827	\$ 1,377	\$ -	\$ -	\$ 19,293
Restaurant Lease Income	\$ -	\$ 721	\$ 2,443	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,164
Sponsorship	\$ -	\$ -	\$ -	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Miscellaneous Income	\$ 1,582	\$ 1,461	\$ 1,325	\$ 921	\$ 3,755	\$ 1,159	\$ 1,569	\$ 685	\$ 554	\$ 1,169	\$ -	\$ -	\$ 14,178
Security Credentials	\$ 600	\$ 430	\$ 430	\$ 430	\$ 910	\$ 230	\$ 530	\$ 610	\$ 380	\$ 390	\$ -	\$ -	\$ 4,940
Miscellaneous Income-Reimbursed Repairs	\$ 1,925	\$ 1,075	\$ 100	\$ 100	\$ 100	\$ 325	\$ 75	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ 4,450
Miscellaneous Income-Insurance Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 29,391	\$ 584,468	\$ 1,674,246	\$ 121,891	\$ -	\$ 59,890	\$ 66,784	\$ 21,677	\$ 28,943	\$ 12,925	\$ -	\$ -	\$ 2,670,074
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 450	\$ 900	\$ 450	\$ 450	\$ 450	\$ 900	\$ 450	\$ 450	\$ 900	\$ 450	\$ -	\$ -	\$ 5,850
FICA Expense	\$ 34	\$ 69	\$ 34	\$ 34	\$ 34	\$ 69	\$ 34	\$ 34	\$ 69	\$ 34	\$ -	\$ -	\$ 448
Engineering	\$ 3,645	\$ 3,251	\$ 9,283	\$ 5,122	\$ 9,104	\$ 6,926	\$ 5,525	\$ 3,777	\$ 3,269	\$ -	\$ -	\$ -	\$ 49,903
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Dissemination	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ -	\$ -	\$ 1,288
Dissemination	\$ 350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 950
Attorney	\$ 5,293	\$ 4,846	\$ 8,714	\$ 13,359	\$ 9,604	\$ 6,362	\$ 6,947	\$ 6,117	\$ 7,857	\$ 5,000	\$ -	\$ -	\$ 74,099
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,250
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,445	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,445
Management Fees	\$ 5,985	\$ 5,985	\$ 5,985	\$ 5,985	\$ 5,985	\$ 5,985	\$ 5,985	\$ 5,985	\$ 5,985	\$ 5,985	\$ -	\$ -	\$ 59,853
Management Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250
Accounting System Software	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ -	\$ -	\$ 858
Postage	\$ 201	\$ 46	\$ 335	\$ 271	\$ 45	\$ 435	\$ 49	\$ -	\$ 794	\$ 354	\$ -	\$ -	\$ 2,530
Printing & Binding	\$ 170	\$ -	\$ -	\$ -	\$ -	\$ 13	\$ -	\$ -	\$ 452	\$ -	\$ -	\$ -	\$ 635
Newsletter Printing	\$ 4,631	\$ 4,787	\$ 4,472	\$ 4,544	\$ 4,544	\$ 4,544	\$ 4,616	\$ 4,866	\$ 4,257	\$ 3,817	\$ -	\$ -	\$ 45,078
Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals & Leases	\$ 145	\$ 145	\$ 385	\$ 145	\$ 145	\$ -	\$ 598	\$ 145	\$ 787	\$ 145	\$ -	\$ -	\$ 2,639
Insurance	\$ 84,008	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,008
Legal Advertising	\$ -	\$ -	\$ 119	\$ -	\$ 283	\$ -	\$ -	\$ 178	\$ 1,800	\$ 202	\$ -	\$ -	\$ 2,581
Other Current Charges	\$ 122	\$ 140	\$ 87	\$ -	\$ -	\$ 86	\$ 180	\$ 129	\$ 154	\$ 202	\$ -	\$ -	\$ 1,100
Office Supplies	\$ 3	\$ 3	\$ 4	\$ 3	\$ 3	\$ 3	\$ 4	\$ -	\$ 221	\$ 4	\$ -	\$ -	\$ 245
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 105,426	\$ 20,386	\$ 30,082	\$ 30,128	\$ 30,413	\$ 25,787	\$ 33,498	\$ 21,896	\$ 26,760	\$ 16,408	\$ -	\$ -	\$ 340,784

Lake Ashton
Community Development District
Month to Month
FY 2026

	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Field Management Services	\$ 46,071	\$ 46,070	\$ 46,070	\$ 46,070	\$ 46,070	\$ 46,070	\$ 46,070	\$ 46,070	\$ 46,070	\$ 46,070	\$ -	\$ -	\$ 460,703
Gate/Patrol/Pool Officers	\$ 31,427	\$ 30,613	\$ 29,004	\$ 31,538	\$ 25,710	\$ 26,824	\$ 26,824	\$ 34,009	\$ 26,824	\$ 20,597	\$ -	\$ -	\$ 283,369
Gate/Patrol/Pool Officers-Events	\$ -	\$ -	\$ 194	\$ 303	\$ 3,333	\$ -	\$ -	\$ 269	\$ -	\$ 198	\$ -	\$ -	\$ 4,297
Security/Fire Alarm/Gate Repairs	\$ 162	\$ -	\$ -	\$ -	\$ 454	\$ -	\$ -	\$ 213	\$ -	\$ -	\$ -	\$ -	\$ 828
Access Control System	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ -	\$ -	\$ -	\$ -	\$ 44,745
Security Credentials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ 449	\$ 250	\$ 250	\$ 395	\$ 250	\$ 1,745	\$ 2,160	\$ 400	\$ 400	\$ 545	\$ -	\$ -	\$ 6,844
Telephone/Internet	\$ 549	\$ 550	\$ 550	\$ 554	\$ 961	\$ 627	\$ 554	\$ 554	\$ 554	\$ 74	\$ -	\$ -	\$ 5,526
Electric	\$ 23,450	\$ 17,379	\$ 20,619	\$ 20,226	\$ 22,080	\$ 19,144	\$ 19,623	\$ 19,370	\$ 20,369	\$ 20,773	\$ -	\$ -	\$ 203,034
Water	\$ 703	\$ 813	\$ 603	\$ 1,483	\$ 352	\$ 1,015	\$ 733	\$ 465	\$ 1,287	\$ 874	\$ -	\$ -	\$ 8,329
Gas-Pool	\$ 565	\$ 870	\$ 724	\$ 1,447	\$ 7,923	\$ 10,412	\$ 1,390	\$ 1,783	\$ 945	\$ 308	\$ -	\$ -	\$ 26,367
Refuse	\$ 716	\$ 786	\$ 384	\$ 1,088	\$ 278	\$ 965	\$ 786	\$ 920	\$ 1,097	\$ 356	\$ -	\$ -	\$ 7,375
Repairs and Maintenance-Clubhouse	\$ 4,030	\$ 11,344	\$ 13,485	\$ 3,656	\$ 3,741	\$ 6,355	\$ 10,613	\$ 2,256	\$ 13,303	\$ 1,417	\$ -	\$ -	\$ 70,200
Repairs and Maintenance-Fitness Center	\$ -	\$ 220	\$ -	\$ -	\$ 260	\$ 387	\$ 392	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,259
Repairs and Maintenance-Bowling Lanes	\$ 3,500	\$ -	\$ -	\$ 3,105	\$ -	\$ 1,155	\$ 1,190	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,950
Repairs and Maintenance-Restaurant	\$ 1,316	\$ 152	\$ 224	\$ -	\$ 2,187	\$ 11,993	\$ 4,094	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ 20,216
Furniture, Fixtures, Equipment	\$ 1,588	\$ 1,084	\$ -	\$ -	\$ 1,000	\$ 5,150	\$ 387	\$ 593	\$ -	\$ 1,415	\$ -	\$ -	\$ 11,217
Repairs and Maintenance-Pool	\$ 2,012	\$ 2,655	\$ 3,767	\$ 2,282	\$ 2,796	\$ 4,024	\$ 2,942	\$ 1,331	\$ 1,981	\$ 1,874	\$ -	\$ -	\$ 25,665
Repairs and Maintenance-Golf Cart	\$ 345	\$ 345	\$ 345	\$ 345	\$ 345	\$ -	\$ 1,194	\$ 372	\$ 690	\$ 345	\$ -	\$ -	\$ 4,326
Repairs and Maintenance-Reimbursed	\$ -	\$ -	\$ -	\$ -	\$ 1,175	\$ -	\$ 169	\$ 975	\$ -	\$ -	\$ -	\$ -	\$ 2,319
Landscape Maintenance-Contract	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ -	\$ -	\$ 162,100
Landscape Maintenance-Improvements	\$ 417	\$ 4,990	\$ 3,790	\$ -	\$ 3,836	\$ -	\$ -	\$ 1,800	\$ 17,597	\$ 2,895	\$ -	\$ -	\$ 35,324
Irrigation Repairs	\$ 4,470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 885	\$ -	\$ -	\$ -	\$ -	\$ 5,355
Lake Maintenance-Contract	\$ 5,000	\$ -	\$ 4,670	\$ 4,670	\$ 4,670	\$ 4,670	\$ 4,670	\$ 4,670	\$ 4,670	\$ 4,670	\$ -	\$ -	\$ 42,360
Lake Maintenance-Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350	\$ -	\$ 1,350	\$ -	\$ -	\$ -	\$ 2,700
Wetland/Mitigation Maintenance	\$ 3,000	\$ -	\$ -	\$ -	\$ 4,450	\$ -	\$ -	\$ 8,650	\$ -	\$ -	\$ -	\$ -	\$ 16,100
Permits/Inspections	\$ -	\$ 213	\$ 763	\$ -	\$ -	\$ -	\$ -	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 1,396
Office Supplies/Printing/Binding	\$ 52	\$ 333	\$ 411	\$ 52	\$ 59	\$ 287	\$ -	\$ 170	\$ 305	\$ 268	\$ -	\$ -	\$ 1,937
Credit Card Processing Fees	\$ 273	\$ 155	\$ 120	\$ 118	\$ 379	\$ 1,004	\$ 426	\$ 391	\$ 149	\$ 335	\$ -	\$ -	\$ 3,349
Dues & Subscriptions	\$ 31	\$ 239	\$ 1,220	\$ 499	\$ 49	\$ 420	\$ 1,127	\$ 63	\$ 4,537	\$ 1,636	\$ -	\$ -	\$ 9,824
Decorations	\$ -	\$ 300	\$ -	\$ -	\$ 267	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 567
Special Events	\$ 20,823	\$ 378	\$ 1,303	\$ 27,075	\$ 41,504	\$ 8,176	\$ 15,938	\$ 3,152	\$ 1,100	\$ 5,540	\$ -	\$ -	\$ 124,987
Total Expenditures	\$ 105,426	\$ 161,926	\$ 180,380	\$ 196,838	\$ 226,347	\$ 198,012	\$ 197,935	\$ 173,730	\$ 186,197	\$ 142,807	\$ -	\$ -	\$ 1,942,350
Excess (Deficiency) of Revenues over Expenditures	\$ (76,035)	\$ 422,542	\$ 1,493,866	\$ (74,947)	\$ (226,347)	\$ (138,122)	\$ (131,151)	\$ (152,052)	\$ (157,254)	\$ (129,882)	\$ -	\$ -	\$ 727,724
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ (461,545)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (461,545)
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ (461,545)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (461,545)
Net Change in Fund Balance	\$ (76,035)	\$ 422,542	\$ 1,493,866	\$ (536,492)	\$ (226,347)	\$ (138,122)	\$ (131,151)	\$ (152,052)	\$ (157,254)	\$ (129,882)	\$ -	\$ -	\$ 266,179

LAKE ASHTON

COMMUNITY DEVELOPMENT DISTRICT

Long Term Debt Report FY 2026

Series 2015-1, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/32	\$1,835,000.00
Reserve Fund Definition Requirement	50% Maximum Annual Debt Service	
Reserve Fund Requirement	\$198,375.00	
Reserve Fund Balance		
Bonds outstanding - 9/30/2025		\$1,835,000.00
	November 1, 2025 (Special Call)	(\$75,000.00)
	May 1, 2026 (Mandatory)	(\$215,000.00)
	May 1, 2026 (Special Call)	(\$40,000.00)
Current Bonds Outstanding		\$1,505,000.00

Series 2015-2, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/37	\$360,000.00
Bonds outstanding - 9/30/2025		\$360,000.00
	November 1, 2025 (Special Call)	\$10,000.00
	May 1, 2026 (Mandatory)	(\$20,000.00)
	May 1, 2026 (Special Call)	(\$5,000.00)
Current Bonds Outstanding		\$345,000.00

Total Current Bonds Outstanding		\$1,850,000.00
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SECTION D

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

August 17, 2026

Date	Check Numbers	Amount
<u>General Fund</u>		
7/22/26	10273-10283	\$62,546.64
07/30/26	10284-10292	\$14,086.15
08/07/26	10293-10296	\$3,742.62
<u>Auto Pay</u>		
08/07/26	8049-8053	\$24,372.57
General Fund Total		\$104,747.98

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
7/22/26	00786	7/03/26	000418	202607 320-57200-54500	SVCS 07/26	*	40.00		
					ACG BUSINESS SERVICES			40.00	010273
7/22/26	00823	7/20/26	07202026	202607 320-57200-46201	LANDSCAPE SHRUBS 07/26	*	2,895.00		
					AHVD LLC			2,895.00	010274
7/22/26	00831	7/20/26	42762695	202607 320-57200-54500	SUPPLIES 07/26	*	47.92		
					CINTAS CORP			47.92	010275
7/22/26	00741	7/07/26	41	202607 320-57200-34000	AMENITY MGMT 07/26	*	46,070.17		
					COMMUNITY ASSOCIATIONS AND			46,070.17	010276
7/22/26	00621	7/08/26	1086226	202607 320-57200-54501	PEST CONTROL 07/26	*	250.00		
		7/08/26	1086231	202607 320-57200-54501	PEST CONTROL 07/26	*	150.00		
		7/08/26	108630	202607 320-57200-54501	PEST CONTROL 07/26	*	145.00		
					COUNTRY BOY PEST CONTROL			545.00	010277
7/22/26	00003	6/02/26	93219419	202605 310-51300-42000	DELIVERY THRU 05/27/26	*	49.04		
		7/07/26	93695815	202606 310-51300-42000	DELIVERY THRU 06/26/26	*	52.11		
					FEDEX			101.15	010278
7/22/26	00215	7/01/26	494	202607 310-51300-34000	MGMT FEE 07/26	*	5,985.25		
		7/01/26	494	202607 310-51300-35100	INFO TECH 07/26	*	85.83		
		7/01/26	494	202607 310-51300-31300	DISSEMINATION AGENT SVCS	*	128.75		
		7/01/26	494	202607 310-51300-51000	OFFICE SUPPLIES 07/26	*	3.75		
					GMS-CENTRAL FLORIDA, LLC			6,203.58	010279
7/22/26	00750	7/10/26	52612	202607 320-57200-54500	SUPPLIES 07/26	*	163.20		
					JANITORIAL SUPERSTORE INC			163.20	010280
7/22/26	00164	6/13/26	154447	202606 310-51300-31500	SVCS 06/26	*	4,606.14		
					LATHAM, LUNA, EDEN & BEAUDINE, LLP			4,606.14	010281
					LAKA LAKE ASHTON SHENNING				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
7/22/26	00817	8/01/26 10129567	202608 320-57200-45300	WATER MGMT 08/26	*	1,255.63	
				POOLSURE			1,255.63 010282
7/22/26	00238	7/10/26 329708	202607 320-57200-45300	SUPPLIES 07/26	*	618.85	
				SPIES POOL,LLC			618.85 010283
7/30/26	00695	7/21/26 16744750	202608 320-57200-41000	SVCS 08/26	*	490.92	
				CHARTER COMMUNICATIONS			490.92 010284
7/30/26	00055	7/15/26 20735-07	202607 320-57200-43100	SVCS 07/26	*	598.36	
		7/15/26 20740-07	202607 320-57200-43100	SVCS 07/26	*	234.07	
		7/15/26 37767-07	202607 320-57200-43100	SVCS 07/26	*	41.24	
				CITY OF LAKE WALES-UTILITIES DEPT			873.67 010285
7/30/26	00003	7/21/26 93882837	202607 310-51300-42000	DELIVERY THRU 07/10/26	*	46.79	
				FEDEX			46.79 010286
7/30/26	00821	7/17/26 06245872	202607 320-57200-43200	SVCS 07/26	*	71.56	
				GAS SOUTH			71.56 010287
7/30/26	00098	6/09/26 6523278	202606 320-57200-54500	SUPPLIES 06/26	*	66.11	
		6/11/26 4214852	202606 320-57200-54500	SUPPLIES 06/26	*	20.96	
		6/11/26 4214853	202606 320-57200-54500	SUPPLIES 06/26	*	21.56	
		6/12/26 3612786	202606 320-57200-54500	SUPPLIES 06/26	*	133.25	
		6/16/26 9623498	202606 320-57200-54500	SUPPLIES 06/26	*	112.27	
		6/18/26 7244594	202606 320-57200-54500	SUPPLIES 06/26	*	25.94	
		6/19/26 6613353	202606 320-57200-54500	SUPPLIES 06/26	*	68.29	
		6/22/26 3613561	202606 320-57200-54500	SUPPLIES 06/26	*	134.26	
		6/23/26 2513032	202606 320-57200-54500	SUPPLIES 06/26	*	17.70	

LAKA LAKE ASHTON SHENNING

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
		6/26/26 9613809	202606 320-57200-54500		*	149.96	
		SUPPLIES 06/26					
		6/26/26 9624492	202606 320-57200-54500		*	97.49	
		SUPPLIES 06/26					
		7/01/26 4513691	202607 320-57200-54500		*	71.05	
		SUPPLIES 07/26					
		7/02/26 3614203	202607 320-57200-54500		*	85.48	
		SUPPLIES 07/26					
				HOME DEPOT CREDIT SERVICES			962.40 010288
7/30/26 00848		7/22/26 15521	202606 310-51300-31500		*	3,251.25	
		SVCS 06/26					
				KILINSKI VAN WYK PLLC			3,251.25 010289
7/30/26 00512		8/01/26 3492290	202608 320-57200-41000		*	73.50	
		POOL PHONE 08/26					
				KINGS III OF AMERICA, INC.			73.50 010290
7/30/26 00837		7/20/26 103101	202607 320-57200-34501		*	6,706.00	
		SECURITY SVCS 07/26					
		7/20/26 103101	202607 320-57200-34511		*	197.56	
		SECURITY SVCS 07/26					
				NATION SECURITY SERVICE			6,903.56 010291
7/30/26 00849		7/29/26 P52419	202607 320-57200-54500		*	1,412.50	
		50% DEPOSIT-CCTV TRUCK					
				SHENANDOAH GENERAL CONSTRUCTION LLC			1,412.50 010292
8/07/26 00790		7/28/26 0001317	202607 320-57200-54500		*	1,500.00	
		REPAIRS 07/26					
				C&C OUTDOORS INC			1,500.00 010293
8/07/26 00831		7/17/26 42769748	202607 320-57200-54500		*	56.22	
		SUPPLIES 07/26					
				CINTAS CORP			56.22 010294
8/07/26 00504		7/28/26 108147	202607 320-57200-54500		*	1,984.80	
		SUPPLIES 07/26					
				KINCAID ELECTRICAL SERVICES			1,984.80 010295
8/07/26 00781		7/31/26 00078216	202607 310-51300-48000		*	84.00	
		#12392892					
		7/31/26 00078216	202607 310-51300-48000		*	117.60	
		#12467326					
				USA TODAY MEDIA CORP			201.60 010296
				TOTAL FOR BANK A		80,375.41	
				LAKA LAKE ASHTON			
				SHENNING			

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
7/29/26	00825	7/16/26 20000461 NATURAL GAS	202607 320-57200-43200	CENTRAL FLORIDA GAS-ACH	*	236.63	236.63 008049
7/29/26	00217	6/14/26 06540013 JULY 26 REFUSE SERVICES	202607 320-57200-43300	REPUBLIC SERVICES #654	*	355.54	355.54 008050
7/29/26	00217	6/30/26 06540013 SERVICE THRU 06/30/2026	202606 320-57200-43300	REPUBLIC SERVICES #654	*	370.21	370.21 008051
7/29/26	00061	7/15/26 JULY26 SERVICE THRU 7/9/2026	202607 320-57200-43000	TECO-ACH	*	20,772.99	20,772.99 008052
7/29/26	00664	7/03/26 1928-070 CC PURCHASES THRU 7/3/26	202606 320-57200-52000	WELLS FARGO-ACH	*	2,637.20	2,637.20 008053
TOTAL FOR BANK Z						24,372.57	
TOTAL FOR REGISTER						104,747.98	

LAKA LAKE ASHTON SHENNING

Lake Ashton CDD
Special Assessment Receipts
Fiscal Year Ending September 30, 2026

											\$2,512,482.00 .36300.10100	\$406,104.15 025.36300.10000	\$2,918,586.15
Date Received	Collection Period	O&M Receipts	O&M Interest	Debt Svc Receipts	Debt Svc Interest	O&M Discounts/ Penalties	Debt Discounts/ Penalties	Commissions Paid	Property Appraiser	Net Amount Received	General Fund 86%	21A Debt Svc Fund 14%	Total 100%
11/10/25	10/20/25-10/21/25	\$ 26,463.11	\$ -	\$ 4,427.12	\$ -	\$ 1,404.81	\$ 236.79	\$ 584.97	\$ -	\$ 28,663.66	\$ 24,557.13	\$ 4,106.52	\$ 28,663.66
11/17/25	10/01/25-10/31/25	\$ 12,845.00	\$ -	\$ 2,071.38	\$ -	\$ 513.78	\$ 82.85	\$ 286.41	\$ -	\$ 14,033.35	\$ 12,084.60	\$ 1,948.76	\$ 14,033.36
11/24/25	11/01/25-11/07/25	\$ 290,297.00	\$ -	\$ 41,635.79	\$ -	\$ 11,611.99	\$ 1,665.38	\$ 6,373.11	\$ -	\$ 312,282.31	\$ 273,111.31	\$ 39,171.00	\$ 312,282.31
11/28/25	11/08/25-11/15/25	\$ 275,551.01	\$ -	\$ 36,010.59	\$ -	\$ 11,015.31	\$ 1,440.37	\$ 5,982.12	\$ -	\$ 293,123.80	\$ 259,244.99	\$ 33,878.82	\$ 293,123.80
12/09/25	11/16/25-11/25/25	\$ 645,502.32	\$ -	\$ 98,436.06	\$ -	\$ 25,813.24	\$ 3,934.41	\$ 14,283.81	\$ -	\$ 699,906.92	\$ 607,295.30	\$ 92,611.62	\$ 699,906.92
12/23/25	11/26/25-11/30/25	\$ 796,390.00	\$ -	\$ 144,827.02	\$ -	\$ 31,855.90	\$ 5,792.89	\$ 18,071.36	\$ -	\$ 885,496.87	\$ 749,243.42	\$ 136,253.45	\$ 885,496.87
12/31/25	12/01/25-12/15/25	\$ 222,973.85	\$ -	\$ 42,200.97	\$ -	\$ 8,516.29	\$ 1,643.76	\$ 5,100.30	\$ -	\$ 249,914.47	\$ 210,168.41	\$ 39,746.07	\$ 249,914.47
01/13/26	12/16/25-12/31/25	\$ 64,543.41	\$ -	\$ 9,909.76	\$ -	\$ 2,035.96	\$ 307.54	\$ 1,442.19	\$ -	\$ 70,667.48	\$ 61,257.30	\$ 9,410.18	\$ 70,667.48
01/29/26	INTEREST	\$ -	\$ 4,642.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,642.73	\$ 3,996.72	\$ 646.01	\$ 4,642.73
02/12/26	01/01/26-01/31/26	\$ 48,363.65	\$ -	\$ 5,962.37	\$ -	\$ 1,039.83	\$ 122.39	\$ 1,063.28	\$ -	\$ 52,100.52	\$ 46,377.34	\$ 5,723.18	\$ 52,100.52
03/13/26	02/01/26-02/28/26	\$ 33,418.89	\$ -	\$ 5,529.39	\$ -	\$ 334.19	\$ 55.29	\$ 771.17	\$ -	\$ 37,787.63	\$ 32,423.01	\$ 5,364.62	\$ 37,787.62
04/20/26	03/01/26-03/31/26	\$ 72,590.06	\$ -	\$ 11,004.54	\$ -	\$ -	\$ -	\$ 1,671.89	\$ -	\$ 81,922.71	\$ 71,138.26	\$ 10,784.45	\$ 81,922.71
04/29/26	INTEREST	\$ -	\$ 136.95	\$ -	\$ 13.11	\$ -	\$ -	\$ -	\$ -	\$ 150.06	\$ 129.18	\$ 20.88	\$ 150.06
04/30/26	PROP APPRAISER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,185.86	\$ (29,185.86)	\$ (25,124.82)	\$ (4,061.04)	\$ (29,185.86)
06/15/26	05/01/26-05/31/26	\$ 13,904.09	\$ -	\$ 2,133.52	\$ -	\$ -	\$ -	\$ 320.75	\$ -	\$ 15,716.86	\$ 13,626.01	\$ 2,090.85	\$ 15,716.86
06/25/26	06/01/26-06/30/26	\$ 8,053.81	\$ -	\$ 1,364.31	\$ -	\$ -	\$ -	\$ 188.37	\$ -	\$ 9,229.75	\$ 7,892.73	\$ 1,337.02	\$ 9,229.76
07/10/26	06/01/26-06/30/26	\$ 2,646.07	\$ -	\$ 788.80	\$ -	\$ -	\$ -	\$ 68.70	\$ -	\$ 3,366.17	\$ 2,593.15	\$ 773.02	\$ 3,366.17
07/31/26	INTEREST	\$ -	\$ 39.44	\$ -	\$ 6.89	\$ -	\$ -	\$ -	\$ -	\$ 46.33	\$ 39.44	\$ 6.89	\$ 46.33
											\$ 2,350,053.47	\$ 379,812.29	\$ 2,729,865.76

Gross Percent Collected	100.21%
Balance Due	(\$6,096.86)

SECTION VII

SECTION A

From: Savannah Hancock savannah@cddlawyers.com 
Subject: Fwd: Tropical Fusion/Lake Ashton - Request for Information
Date: July 24, 2026 at 5:59 PM
To: Jillian Burns jburns@gmscfl.com

FYI
Sent from my iPhone

Begin forwarded message:

From: Savannah Hancock <savannah@cddlawyers.com>
Date: July 24, 2026 at 10:35:00 AM EDT
To: Orlando Lawrence <orlando.lawrence.ol@gmail.com>
Cc: Meredith Hammock <meredith@cddlawyers.com>
Subject: RE: Tropical Fusion/Lake Ashton - Request for Information

Orlando –

We conferred with the District's onsite staff on your question relating to the security deposit. The District's past experiences with prior tenants have necessitated the high security deposit. From the last three tenants, they have had to collect \$5,000 - \$8,000 at the end of each lease for cleaning and repair costs.

Additionally, the Board wants to help offset the risk that tenants may stop paying rent, resulting in eviction proceedings that may take a few months to resolve, as well as the risk that tenants may cause damage to the extensive equipment that is available for use.

I have also attached an initial draft lease for your review. As a reminder, I will be out of the office next week. Please reach out to my colleague, Meredith (copied here), if you have any additional questions during that time.

Thank you,
Savannah

Savannah Hancock

Attorney

O: (877) 350-0372 | M: (863) 414-0981

Savannah@cddlawyers.com | cddlawyers.com

From: Orlando Lawrence <orlando.lawrence.ol@gmail.com>
Sent: Wednesday, July 22, 2026 7:20 AM
To: Savannah Hancock <savannah@cddlawyers.com>
Subject: Re: Tropical Fusion/Lake Ashton - Request for Information

Great day, Savannah,

Thank you for the update, and please pass along our appreciation to the Board for moving this forward. We'll have the business plan, financial plan, and references ready well ahead of the August 5 deadline.

One question on the draft lease terms: could you clarify what the \$8,000 security deposit is intended to cover? We ask because we currently operate under a similar arrangement at another CDE affiliated property (Swiss and Hidden Golf

similar arrangement at another CRR-affiliated property (Swiss and Hidden Golf Club) where no security deposit was required, and we've maintained a clean, on-time payment history there. We're not opposed to a deposit in principle — we would just like to understand the basis for the amount, so we can address any specific concern directly, considering this deposit is roughly 6.4 months of rent, which is on the higher end where a typical commercial deposit of 1–3 months is more common. We want to ask whether a reduced amount or alternative structure might accomplish the same purpose.

We'll begin assembling the requested materials now and will follow up with any questions as we prepare them.

Thank you,
Orlando Lawrence
Lake Ashton Bar & Grill Proposal Team
863-289-4277

On Tue, Jul 21, 2026 at 3:21 PM Savannah Hancock
<savannah@cddlawyers.com> wrote:

Orlando –

I hope all is well. At yesterday's Lake Ashton CDD Board meeting the Tropical Fusion proposal was discussed, and the Board needs you to provide a few additional details to proceed. Can you **please provide the following information in writing by Wednesday, August 5 at noon?**

1. A draft business plan addressing the following:
 - a. description of the business from an ownership, organizational, historical, and structural perspective; and
 - b. number of proposed full time and part-time employees by position title, educational experience to be required to qualify for each type of position and anticipated salary range; and
 - c. expected market for its product and its marketing plan to include growth of customer base; management plan, including operational and financial issues; and
 - d. projected schedule for expansion or initiation of operations, including obtaining the necessary licenses and permits; and critical risks and perceived problems or obstacles.
2. Proof of financial capability:
 - a. Please provide a financial plan (cash flow pro forma) with proof of financial capacity for the new Tropical Fusion.
3. Four (4) verifiable references of which two (2) must be letters of reference.

My office will also be sending over a draft lease agreement for your review. It reflects the Board's agreed upon rental rate of \$1,250 as well as an \$8,000 security deposit.

If you have any questions or concerns, please do not hesitate to reach out. Please note, I will be out of the office from July 27 – 31. During that time, if you have any questions, please reach out to my colleague, Meredith Hammock, at meredith@cddlawyers.com.

Thank you,
Savannah

<image001.jpg> **Savannah Hancock**
Attorney

16009 N. Florida Avenue, Lutz, FL 33549
O: (877) 350-0372 | M: (863) 414-0981
Savannah@cddlawyers.com | cddlawyers.com

Offices: Tallahassee. Tampa. Jacksonville.

Mailing address:
517 E. College Avenue, Tallahassee, FL 32301

[Connect with us](#)



**260721 - DRAFT - Lease
Agreement for Restaurant...**
6.2 MB



LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made effective the ____ day of _____ 2026, by and between:

LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes as amended, and located in Polk County, Florida with a mailing address of c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**Landlord**” or the “**District**”), and

[VENDOR], a [State] [entity type] (“**Tenant**”), with an address for notice purposes at [Mailing Address], [City], Florida [ZIP Code], Attn: Olardo Lawrence.

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure, including recreational amenities and a restaurant facility; and

WHEREAS, Landlord owns and operates a clubhouse located at 4141 Ashton Club Drive, Lake Wales, Florida 33859 (“**Clubhouse**”); and

WHEREAS, Landlord desires to lease the restaurant facility located within the Clubhouse (“**Restaurant**”), as shown in **Exhibit A**, which is attached hereto and incorporated by reference, to an independent contractor for such independent contractor to provide labor and materials necessary to operate the Restaurant for the benefit of the District’s Clubhouse and patrons; and

WHEREAS, Tenant represents that it is qualified, willing, and able to provide the materials and perform the services as provided for herein and has agreed to provide Landlord with those services for the benefit of the District’s Clubhouse and patrons.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Landlord and Tenant, Landlord and Tenant hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and, by this reference, are incorporated as a material part of this Agreement.
2. **LEASE.** Landlord shall lease to Tenant, and Tenant shall lease from Landlord, the Restaurant, as depicted in **Exhibit A**, for the purpose of Tenant providing the materials and performing the services as provided for herein.

3. **TERM.** The Initial Term of this Agreement shall commence on the date made effective above and shall expire September 30, 2027, (“**Initial Term**”). Earlier termination by Landlord or Tenant may occur as otherwise set forth in this Agreement or as provided by law.

4. **SECURITY DEPOSIT; RENT.**

a. **Security Deposit.** Tenant shall pay to Landlord, upon the execution of this Agreement, a deposit in the amount of Eight Thousand Dollars and Zero Cents (\$8,000.00) as security for the performance by Tenant of its obligations under this Agreement (“**Security Deposit**”), which amount shall be returned to Tenant after the expiration or earlier termination of this Agreement, provided that Tenant shall have fully performed all of its obligations contained in this Agreement. The Security Deposit, at the election of Landlord, may be retained by Landlord as and for its full damages or may be applied in reduction of any loss and/or damage sustained by Landlord by reason of the occurrence of any breach, nonperformance or default by Tenant under this Agreement without the waiver of any other right or remedy available to Landlord at law, in equity or under the terms of this Agreement. Tenant acknowledges and agrees that in the event Tenant shall file a voluntary petition pursuant to the Bankruptcy Code, or if an involuntary petition is filed against Tenant pursuant to the Bankruptcy Code, then Landlord may apply the Security Deposit towards those obligations of Tenant to Landlord which accrued prior to the filing of such petition. Tenant acknowledges further that the Security Deposit may be commingled with Landlord’s other funds and that Landlord shall be entitled to retain any interest earnings on the Security Deposit. In the event of termination of Landlord’s Interest in this Agreement, Landlord shall transfer the Security Deposit to Landlord’s successor in interest, and Landlord shall be released from liability by Tenant for the return of such deposit or for an accounting of the Security Deposit.

b. **Rent.** In addition to the Security Deposit, Tenant shall pay Landlord a monthly fee of One Thousand Two Hundred Fifty Dollars and No Cents (\$1,250.00) to operate the Restaurant. Tenant is entitled to any and all proceeds derived from Tenant’s provision of food and beverage and other services to District’s patrons. Further, and as set forth more fully herein, Tenant shall pay all expenses and costs associated with operating the Restaurant, and accordingly, Tenant shall assume any and all losses derived from the food and beverage and other services provided by Tenant.

5. **GENERAL CONDITIONS AND USE.** Tenant’s use of the Restaurant shall be for the sole purpose of managing and operating food and beverage services at the Restaurant for the benefit of the District’s patrons, and is subject to the following conditions:

a. **Lease.** Tenant agrees to provide food and beverage services at the Restaurant. Landlord leases, lets, demises and grants to Tenant the right to use and occupy the Restaurant. By taking possession of the Restaurant on or after the effective date of

this Agreement, Tenant stipulates, represents and warrants that Tenant has examined the Restaurant and surrounding areas and that they are at the time of taking possession, in good order, repair and in a safe, clean and tenantable condition.

- b. ***Provision of Services.*** Tenant agrees to provide food and beverage services at the Restaurant per the schedule included as **Exhibit B**, which is attached hereto and incorporated by this reference.
- c. ***Use of Equipment.*** Landlord grants Tenant the right to use the equipment and inventory described in the attached **Exhibit C**, which is incorporated by this reference, (collectively, the “**Equipment**”). Any equipment not identified therein shall be provided by Tenant and shall not be considered “Equipment” for purposes of this Agreement. Any equipment not identified in **Exhibit C** shall be provided by Tenant. The Restaurant and Equipment shall at all times remain under Landlord’s ownership. Except as otherwise stated herein, Tenant is accepting and leasing the Restaurant as it is presently equipped, and Landlord shall have no responsibility to provide any additional equipment or inventory for Tenant’s operation of the Restaurant but may choose to do so in its sole and absolute discretion. Tenant further agrees to exercise all due care with respect to the Equipment owned by Landlord, and Tenant shall promptly notify Landlord of any problems associated with any equipment owned by Landlord. Tenant shall relinquish all use of the Equipment at the conclusion of the term of this Agreement and hereby acknowledges Tenant has no right in ownership to such Equipment.
- d. ***Ingress/Egress.*** Landlord grants Tenant the right to use, on a non-exclusive basis, the parking and other common areas of Landlord’s Clubhouse for ingress and egress to and from the Restaurant. The area used for loading and unloading shall be as directed by the District through its designee, which shall be the District Manager and Community Director.
- e. ***Compliance with Laws.*** There shall be no use or act by Tenant, or by Tenant’s guests or invitees, which is in violation of any law, rule, or ordinance established by any federal, state, municipal or local governmental or regulatory agency, or covenant running with the property. Tenant shall maintain in good standing, and at all times, any and all licenses and permits required by law to provide food and beverage services at the Restaurant. No hazardous materials of any kind shall be allowed within the Clubhouse, Restaurant, or Landlord’s property. Firearms shall not be permitted except to the extent required by Florida law. Additionally, Tenant and Tenant’s guests and invitees shall comply with all rules and policies of Landlord, as may be adopted from time to time.
- f. ***Standards of Service.***
 - i. Tenant shall be permitted to provide the food and beverage services contemplated by this Agreement during normal operating hours of the

recreational facilities but shall not be permitted to extend the hours past normal operating hours of the District, unless permission is provided in writing by the District. The hours of operation shall be as set forth in **Exhibit B** or otherwise approved by the District's Board of Supervisors ("**Board**") in writing. Tenant shall take all reasonable steps to ensure that the hours of operation are clearly displayed for patrons at the Restaurant during operating hours and shall update any changes in hours of operation as necessary.

- ii. Tenant shall ensure that the Restaurant is properly staffed as needed and, at a minimum, as set forth in **Exhibit B** or otherwise approved by the Board, in writing.
 - iii. Menu pricing shall be competitive with local rates for similar-standard dining experiences in the Polk County area.
- g. **Tenant Marketing.** Tenant shall be allowed to post its name in the Restaurant upon the approval by Landlord of design and placement and Tenant shall be responsible for purchase of such signage. Tenant shall be permitted to provide marketing materials; however, such information shall contain a disclaimer that the materials are not Lake Ashton Community Development District materials and do not constitute an endorsement, recommendation or sponsorship by the Lake Ashton Community Development District. Nothing in this Agreement shall be interpreted or construed as imposing on Landlord an obligation to allow Tenant to post marketing and/or advertising materials.
- h. **Remote Orders.** Tenant shall be allowed to take and satisfy call-in, mobile, or internet orders and authorized to take and deliver orders in its discretion, provided that such delivery services do not disrupt the recreational facility operations or activities of its users.
- i. **Utilities.** Tenant shall, at its expense, make all monthly payments for the Restaurant associated with internet, cable, and gas usage. Unless Tenant and Landlord agree otherwise in a separate writing, Landlord shall make all monthly payments, at its expense, for the utility services at the Restaurant, which shall include electric, water and telecommunications services (together, the "**Utilities**") for the duration of this Agreement.
- j. **No Joint Venture.** Landlord and Tenant shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other and neither shall have the power to bind or obligate the other. Landlord and Tenant acknowledge and agree that any employees of Tenant shall only be employees of Tenant. In furtherance thereof, Tenant shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to its operations, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to its operations.

- k. ***Alcohol; Licenses.*** Tenant is permitted to sell alcoholic beverages only upon Tenant obtaining the required alcoholic beverage license(s) from the applicable state and local government authorities. Tenant shall coordinate with Landlord to obtain and maintain alcohol licenses and all other business licenses applicable to the operation of the Restaurant, and Tenant shall pay for all expenses related to the procurement of such license(s), including legal fees and costs associated therewith. Tenant shall act in good faith and use best efforts to obtain and secure the applicable alcoholic beverage license(s) authorizing the sale of beer and wine in the Restaurant from the applicable state and local governmental authorities within thirty (30) days from the date of this Agreement. Furthermore, Tenant shall act in good faith and use best efforts to obtain and secure the applicable alcoholic beverage license(s) authorizing the sale of liquor in the Restaurant from the applicable state and local governmental authorities within ninety (90) days from the date of this Agreement. Tenant shall cause all activities at the Restaurant to be performed in accordance with all applicable laws, rules and regulations governing the sale and service of alcoholic beverages at the Restaurant, as well as Tenant's obligation to pay any and all fees and charges on behalf of the Landlord, including in the event of any violations. Landlord shall cooperate and assist Tenant as necessary in connection therewith. Upon termination of this Agreement, Tenant shall take all such actions as may be reasonably required to relinquish all rights and interests in such license(s) to Landlord, including costs associated therewith. Furthermore, Tenant hereby agrees to abide by Landlord's adopted alcohol policies.
- l. ***Notice of Damage.*** Tenant shall provide notice as to all accidents or claims for damage or other emergency information relating to or occurring within the Restaurant within twenty-four hours or as soon as reasonably possible. Such notices shall be provided to the District's legal counsel, District Manager, and Community Director as provided herein. Tenant shall cooperate and make any and all reports required by any insurance company or Landlord. Tenant shall not file any claims with Landlord's insurance company without the prior consent of Landlord.
- m. ***Alterations of Premises.*** Tenant will not make or allow to be made any alterations in or to the Restaurant without first obtaining the written consent of Landlord. Tenant has no authority or power, expressed or implied, to create or cause any liens or claims of any kind against the amenity facilities or the Restaurant. Upon any termination of this Agreement, Tenant shall be entitled to remove any personal property installed by Tenant with Landlord's prior written authorization, provided that such removal does not damage the Restaurant or other property in any way. If any such personal property is affixed to the Restaurant, such that removal would damage the Restaurant or other property, then Tenant shall only remove such personal property with Landlord's prior written permission and only after, in the Landlord's sole discretion, (i) Tenant agreeing to promptly restore the Restaurant to its original condition, or (ii) Tenant providing Landlord with sufficient funds to restore the Restaurant to its original condition.

- n. ***Assignment and Sublease.*** Tenant shall be prohibited from assigning or subleasing the Restaurant under this Agreement, unless Tenant and Landlord agree to such assignment or sublease in writing.
- o. ***Landlord's Limitation of Liability.*** Tenant agrees that any personal property brought in by Tenant or its employees, licensees and invitees shall be at the sole risk of Tenant; and Landlord shall not be liable for theft thereof or of any money deposited therein or for any damage thereto, such theft or damage being the sole responsibility of Tenant.

6. DEFAULT; PROTECTION AGAINST THIRD-PARTY INTERFERENCE.

- a. In the event Tenant shall fail to perform any covenant, term, or provision of this Agreement within five (5) days after written notice, then Landlord shall have every remedy available at law or in equity under the law, provided however, any action by Tenant which shall endanger the public health, safety, or welfare shall be grounds for immediate termination of this Agreement and Tenant shall immediately cease all operations, remove all property belonging to Tenant, and immediately vacate the Restaurant.
- b. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The Landlord shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the Landlord's right to protect its rights from interference by a third party to this Agreement.
- c. In the event that either the Landlord or the Tenant is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- d. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The exclusive venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in and for Polk County, Florida.

7. MAINTENANCE OF PROPERTY, PREMISES, AND EQUIPMENT.

- a. Tenant shall, at its expense and at all times, maintain the Restaurant and its improvements thereon, in a clean, neat, and sanitary condition in accordance with all applicable laws, rules, ordinances and covenants.

- b. Tenant shall keep the Restaurant and Equipment in good operating condition and repair. Except as otherwise specified in this paragraph, all improvements, repairs and replacements of Equipment exceeding \$500.00 for a single item, or group of items not typically segregated, shall be the responsibility of Landlord, unless otherwise agreed to in writing by both Parties. All improvements, repairs and replacements \$500.00 and under for a single item, or group of items not typically segregated, shall be the responsibility of Tenant. However, Tenant shall remain solely liable to the District for any damage to the Restaurant or Equipment, regardless of cost, caused by improper use, negligence or other actions taken by Tenant or his/her agents that are beyond normal wear and tear.
- c. Tenant agrees to exercise all due care to protect Landlord's Restaurant during the term of this Agreement including, but not limited to, maintaining the facilities and Equipment as provided herein, securing the facilities upon closing each day, and notifying Landlord of any conditions which may result in damage or loss of Landlord's property at the Restaurant.
- d. Landlord shall only provide janitorial services to the Clubhouse. Tenant is solely responsible for keeping the Restaurant clean, operated and maintained, and for hauling any trash to dumpsters. Tenant shall provide a dumpster if requested by Landlord.
- e. Landlord reserves for itself, the District Manager, and the District's Community Director, the right to inspect the Restaurant at any time. However, while the Landlord, the District Manager, and the District's Community Director may enter the Restaurant at any time for the protection or preservation of the premises, the Landlord, the District Manager, and the District's Community Director may provide reasonable notice to Tenant prior to inspecting the Restaurant. Reasonable notice is notice given at least 24 hours prior to entry.

8. TAXES.

- a. Landlord shall be responsible for taxes and assessments assessed as to its real property and improvements. However, any taxes personal to Tenant, including without limitation business taxes, sales tax, or other assessments or taxes realized by Tenant as a result of its use of the Restaurant is the responsibility of Tenant.
- b. To avoid an adverse effect on the exclusion of interest on the District's tax-exempt bonds, Tenant shall only use the Restaurant in the manner prescribed herein and in the areas set forth herein. Tenant shall obtain consent of Landlord prior to any use of the Restaurant in a manner other than that permitted herein. If, in the opinion of the District's bond counsel, any amendment to this Agreement is required to maintain the exclusion of interest on the District's bonds from gross income, Tenant shall consent to and execute such amendment upon demand by the Landlord. Both parties acknowledge that any adverse finding by the IRS or

other agency on the tax-exempt status of the District's bonds entitles Landlord to terminate this Agreement immediately.

- 9. INDEMNIFICATION; LIMITATION ON LIABILITY.** Tenant agrees to indemnify, defend and hold harmless Landlord and its supervisors, officers, staff, employees, representatives, agents, and trustees, from and against any loss, damage, injury, claim, demand, cost and expense (including legal expense) or injury arising from: a) Tenant's occupation or use of the Restaurant and surrounding District property; and b) Tenant's operations, negligence or willful conduct occurring in or on any part of the premises and Restaurant including, but not limited to, food poisoning, food contamination, and product defects. Tenant hereby assumes all risk with respect to its use of the premises and Restaurant. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of Landlord beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party, including, but not limited to, guests, invitees and licensees, for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. INSURANCE.

- a. Tenant shall maintain, at Tenant's expense and throughout the term of this Agreement, the following insurance:
 - i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. General liability insurance with the following limits:
 - 1. \$2,000,000 General Aggregate
 - 2. \$1,000,000 Products/Completed Operations
 - 3. \$1,000,000 Personal and Advertising Injury
 - 4. \$1,000,000 Each Occurrence
 - iii. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
 - iv. Comprehensive Automobile Liability Insurance for all vehicles used by Tenant with respect to the operation of the Restaurant, whether owned, non-owned, or hired, in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Tenant of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - v. Liquor Liability Insurance, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. Insurance obtained by Tenant shall be primary and noncontributory with respect to insurance outlined above. The Landlord and Landlord's officers, employees, staff, trustees, consultants, agents, supervisors, and representatives shall be named

as additional insureds and certificate holders on each such policy, except Workers' Compensation and Employer's Liability policies. The Tenant shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- c. If the Tenant fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Tenant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

11. WAIVER. No failure of Landlord to enforce any term hereof shall be deemed a waiver of said term, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the payment of the full amount of rent. The rights and remedies of Landlord as contained in this Agreement and as permitted by law or equity shall be cumulative.

12. STATE-REQUIRED DISCLOSURE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from county health departments.

13. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notice**") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service to the parties as follows:

a. **If to Landlord:** Lake Ashton Community Development District
c/o Governmental Management Services-CF LLC
19 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski Van Wyk, PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Lake Ashton CDD, District Counsel

b. **If to Tenant:** [Vendor]
Mailing Address]
[City], Florida [ZIP Code]
Attn: Olardo Lawrence

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the Landlord and counsel for Tenant may deliver Notice on behalf of Landlord and Tenant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth in this Agreement.

14. SEVERABILITY. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unconscionable, or unenforceable in any respect, such invalidity, illegality, unconscionability, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, unconscionable, or unenforceable provision had never been contained herein.

15. MISCELLANEOUS.

- a. The acceptance by Landlord of rent after it falls due or after knowledge of any breach of this Agreement by Tenant or the giving of any notice or making of any demand or any other act or waiver by Landlord, other than a specific written waiver or election, shall not be construed as a waiver of any rights of Landlord under this Agreement or as an election not to proceed under the provisions of this Agreement.
- b. If Landlord or Tenant defaults in the performance of any terms, covenants, agreements or provisions of this Agreement, the defaulting party agrees to pay the non-defaulting party all of the reasonable attorneys' fees and costs incurred by the non-defaulting party in connection with such default.

16. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein 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.

- 17. TERMINATION.** This Agreement shall terminate at the end of its term as provided in paragraph 3. Thereafter, Landlord and Tenant may renew the Agreement for a one (1) year term each year in a separate writing agreed to by Landlord and Tenant, unless the Agreement is terminated in accordance with the provisions of this Agreement. Failure of Tenant to comply with the terms and conditions of this Agreement shall constitute grounds for termination, upon five (5) days' written notice, except any action by Tenant which shall endanger the public health, safety, or welfare shall be grounds for immediate termination. Notwithstanding the foregoing, Landlord shall have the right to terminate this Agreement upon sixty (60) days' written notice for any reason, with or without cause, and in no event shall the Tenant be entitled to lost profits or other consequential damages. Tenant shall not have the right to terminate this Agreement except for cause, and in such case only after providing the Landlord with sixty (60) days' prior written notice and a reasonable opportunity to cure any default of the Landlord. Upon termination of this Agreement for any reason, Tenant shall restore the Restaurant and any related portion of the premises utilized by Tenant or its guests or invitees to the condition it was in as of the effective date of this Agreement. Should Tenant fail to make such a restoration, Landlord may undertake to restore the Restaurant and surrounding premises, and Tenant shall be required to reimburse Landlord for said expenses.
- 18. MONTHLY MEETINGS.** Tenant and Landlord agree to meet on at least a monthly basis to discuss and resolve any issues that may arise under the terms of this Agreement, or the provision of food and beverage services as outlined herein.
- 19. PUBLIC RECORDS.** Tenant understands and agrees that all documents of any kind provided to Landlord in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.
- 20. FDLE CRIMINAL BACKGROUND CHECK.** Tenant shall require a Florida Department of Law Enforcement and other criminal background checks for all employees Tenant will employ at the Restaurant. Tenant shall be solely responsible for any costs associated with conducting and providing such a criminal background check. Should any report reveal any criminal history that would endanger the health, safety and welfare of the Landlord and its residents, such individual shall not be employed at the Restaurant.
- 21. ENTIRE AGREEMENT.** The terms and conditions of this Agreement are the entire agreement and understanding of the parties. Tenant acknowledges that it has read this Agreement and understands its provisions and agrees to occupy the Restaurant under the terms of this Agreement. No change in the terms of this Agreement may be made unless it is in writing and signed by both Landlord and Tenant.

[Signature pages follow]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Agreement to be effective as of the day and year first above written.

**“LANDLORD”
LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: _____

Title: _____

**“TENANT”
[VENDOR]**

By: _____

Name: _____

Title: _____

Exhibit A: Restaurant Area
Exhibit B: Tenant’s Proposal
Exhibit C: Equipment and Inventory List

Exhibit A
Restaurant Area

DRAFT

Exhibit B
Tenant's Proposal

[See following pages]

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RESTAURANT PROPOSAL – LAKE ASHTON CLUBHOUSE

Executive Summary

Tropical Fusion Grill is proud to submit this proposal to operate the restaurant and sports bar located within the Lake Ashton Clubhouse, which we intend to operate under the name LAKE ASHTON BAR & GRILL. Our vision is to create a vibrant, welcoming dining and social destination that enhances the lifestyle of Lake Ashton residents while attracting guests from surrounding communities.

Our management team brings **over 30 years of combined food and beverage experience** across restaurants, cruise hospitality, hotels, and retirement community dining. This diverse background uniquely positions us to create a dining experience that balances quality food, professional service, and engaging social programming tailored to the active 55+ lifestyle.

Lake Ashton Bar & Grill will operate as a **casual/semi-formal restaurant and sports bar hybrid**, offering affordable, mid-tier dining with an approachable menu featuring American comfort favorites and bar classics complemented by a tropical-inspired flavors.

Beyond dining, we intend to have the restaurant function as a **community gathering space**, offering live entertainment, themed events, social activities, and catering services for weddings, social gatherings, and community events.

Our goal is to establish Lake Ashton Bar & Grill as we intend to name it as **the social heartbeat of the community**.

Management & Professional Experience

Our leadership team brings **over 30 years of combined hospitality and food & beverage management experience** across restaurants, cruise industry dining, hotel operations, and retirement community environments.

Our management team currently operates and manages **Tropical Pub & Grille**, located within **Swiss Golf & Tennis Club**, a residential golf community property owned by **CRF. In this role, our team is responsible for the full-service restaurant and bar operation including kitchen



management, staffing, menu development, inventory control, event programming, and customer service standards.

In addition, our team is actively involved with the food and beverage operations of **Four Lakes Grill** located at **Four Lakes Golf Club**, another golf community property owned and managed by **CRF**. Our involvement includes operational support, service oversight, and coordination of restaurant activities within the golf club environment.

This hands-on experience operating restaurants within **CRF-managed residential communities and golf course environments** provides our team with a clear understanding of the operational structure, community expectations, and service standards required for clubhouse dining facilities.

Additionally, our background includes experience in:

Restaurant Operations

Management of high-volume restaurants including kitchen operations, staff training, cost control, menu design, and guest service programs.

Cruise Industry Hospitality

Experience delivering premium food and beverage service in cruise line environments where operational efficiency, consistency, and guest satisfaction are essential.

Hotel & Resort Food and Beverage

Management of restaurant and bar programs within hotel settings including banquet service, event catering, and large group dining.

Retirement Community Dining

Experience working within retirement community environments where the dining program serves not only as a restaurant but as a **central social hub for residents**.

Our combined experience allows for our team to bring **professional restaurant management, strong operational structure, and a community-focused hospitality approach** to the Lake Ashton Clubhouse restaurant.



Understanding the 55+ Community Dining Environment

Operating within a 55+ active adult community presents unique opportunities and responsibilities. Successful dining operations must consider:

Consistency & Value

Residents often dine frequently within the community and expect consistent quality, friendly service, and reasonable pricing.

Social Engagement

Dining spaces function as social hubs where residents gather not only to eat but to socialize, attend events, and participate in community activities.

Balanced Menu Options

Menus should offer both traditional favorites and lighter, healthier selections that appeal to a range of dietary preferences.

Comfortable Atmosphere

Residents appreciate relaxed environments where they can enjoy conversation, entertainment, and social gatherings without excessive noise or congestion.

Our team will focus on creating an environment that encourages **community connection, entertainment, and exceptional hospitality.**

Restaurant Concept

Tropical Fusion will operate as a **casual/semi-formal restaurant and sports bar hybrid** designed to serve both Lake Ashton residents and guests from surrounding communities. The concept combines a relaxed dining atmosphere with an engaging social environment that supports the active lifestyle of the Lake Ashton community.

The restaurant will feature **comfortable indoor dining overlooking Lake Ashton**, along with **covered outdoor patio seating and poolside service**, creating a welcoming environment for casual meals, social gatherings, and community events.



Our menu will focus on **affordable mid-tier casual dining**, blending American comfort food and sports-bar favorites with a distinctive tropical-inspired twist. This approach provides familiar dishes residents enjoy while introducing fresh and vibrant flavors that reflect the relaxed Florida lifestyle.

Lake Ashton Bar & Grill will also serve as a **community gathering place**, hosting regular entertainment and social activities such as live music, trivia nights, themed events, and sports viewing experiences.

Operating Hours

To provide consistent service while aligning with resident dining patterns, the restaurant will operate during the following hours:

Monday – Saturday:

11:00 AM – 9:00 PM

Sunday:

Closed

These hours allow for full lunch and dinner service while supporting evening entertainment programming several nights per week.

Key Elements of the Concept

- Casual restaurant and sports bar atmosphere
- Indoor dining with lake views
- Covered outdoor patio and poolside service
- Full-service bar featuring cocktails, beer, and wine
- Live music and entertainment 2–3 nights per week
- Sports viewing for major events
- Community-focused social activities and themed nights

By combining quality food, engaging entertainment, and a welcoming atmosphere, Lake Ashton Bar & Grill will become a **central social hub within the Lake Ashton community**, encouraging residents and visitors to gather, dine, and enjoy the vibrant clubhouse environment.



Sample Menu Concept & Price Points

Our menu will emphasize **affordable mid-tier casual dining** with a broad appeal.

Lunch Offerings (\$10 – \$16)

- Salads Daily and Specialty Soups
- Classic Club Sandwich
- Fish Sandwich, Pulled Pork Sandwich
- Beef, Fish, Chicken Tacos
- Cheeseburger
- Club Sandwich
- Caesar Salad with grilled chicken or shrimp

Dinner Entrées (\$16 – \$26)

- Grilled Fish Fillet
- Caribbean Jerk Chicken
- Prime Rib (special feature)
- Grilled Ribeye Steak
- Shrimp Scampi, Shrimp Stir Fry
- Seafood Pasta
- BBQ Ribs

Bar Favorites

- Wings (variety of sauces)
- Coconut Shrimp, Jumbo Shrimp
- Quesadillas, Loaded Nachos
- Flat Bread Pizza
- Loaded Fries, Crab Cakes, Fried Calamari

Signature Tropical Items

- Mango / Pineapple Glazed Salmon
- Chicken Parmesan
- Pineapple Chicken Wrap

Entertainment & Community Activities



To enhance the social atmosphere of the clubhouse restaurant, Lake Ashton Bar & Grill will offer a rotating schedule of entertainment and activities.

Weekly Events

- Live Music (2–3 nights weekly)
- Trivia Nights
- Karaoke
- Sports Viewing Events
- Wine Tastings

Interactive Games & Activities

- Darts tournaments
- “Race Horse” game nights
- “Show Me the Money” game events
- Golf league gatherings
- Community club meetups

These activities will help create a **vibrant social calendar that encourages frequent visits by residents**

Catering & Special Event Services

The Lake Ashton Clubhouse ballroom provides significant opportunities for catered events, including:

- Weddings
- Anniversary celebrations
- Corporate meetings
- Community banquets
- Holiday events
- Club meetings and social gatherings

Our catering services will include customizable menus ranging from casual buffets to plated upscale dining experiences.



The management team has prior experience coordinating catering events for large gatherings, ensuring professional service and efficient execution

Marketing Strategy

To ensure strong restaurant performance, we will actively market to both residents and surrounding communities.

Resident Engagement

- Participation in Lake Ashton newsletters and communications
- Event promotions within the community
- Resident loyalty programs

Digital Marketing

- Active social media presence
- Event promotion campaigns
- Restaurant specials announcements

Community Outreach

- Partnerships with golf leagues and social clubs
- Engagement with nearby communities such as Traditions
- Promotion through local publications and regional media

These efforts will ensure consistent awareness and steady customer traffic.

Financial Readiness & Startup Funding

Our management has secured sufficient financial resources to support the startup and operation of the restaurant.

Estimated startup investment includes:



Category	Estimated Cost
Point of Sale system	\$1,000
Licensing & permits	\$1,000
Initial inventory	\$15,000
Staff recruitment & training	\$5,000
Marketing launch	\$1,000
Operating capital reserve	\$5,000
Miscellaneous startup expenses	\$5,000

Estimated total startup capital:

\$30,000 – \$35,000

These funds ensure a stable and successful launch of the restaurant operation.

Opening Timeline

Following selection and lease agreement finalization, Lake Ashton Bar & Grill anticipates opening within **60–75 days**.

Estimated timeline:

Week 1–2

Lease finalization, licensing, vendor setup

Week 3–4

Staff recruitment and hiring

Week 5–6

Training, menu testing, operational setup

Week 7–8

Soft opening and grand opening



References

Professional references with direct knowledge of restaurant management experience will be provided upon request and will include former employers, industry partners, and hospitality professionals.

Closing Statement

We are excited about the opportunity to partner with the Lake Ashton Community Development District to create a restaurant that reflects the vibrant lifestyle of the community.

Our experienced management team, engaging concept, and commitment to quality service will ensure that the clubhouse restaurant becomes a destination for dining, entertainment, and social connection for years to come.

We appreciate your consideration and look forward to discussing this proposal further.

Exhibit C
Equipment and Inventory List

DRAFT

TROPICAL FUSION GRILL

Lake Ashton Bar & Grill Proposal Team

Winter Haven, Florida | 863-289-4277

July 30, 2026

Lake Ashton Community Development District Board of Supervisors c/o Christine Wells, Community Director 4141 Ashton Club Drive Lake Wales, FL 33859

Re: Proposed Restaurant Lease at Lake Ashton — Requested Discussion Items

Dear Members of the Board of Supervisors,

Thank you for the Board's continued consideration of our proposal to operate the restaurant at Lake Ashton. We appreciate the time and diligence the Board and its counsel have put into this process, and we remain fully committed to moving forward together.

We are writing to respectfully raise several items related to the draft lease agreement that has been shared with us.

First, regarding the proposed \$8,000 security deposit: we would like to invite the Board to consider waiving this deposit. We currently operate Tropical Fusion Grill at the Swiss and Hidden Golf Club, a property under the same parent company, where no security deposit was ever required of us. We have operated there successfully for the past year, meeting our rent obligations on time throughout that tenancy. We believe this track record speaks directly to our reliability as a tenant and respectfully ask if the Board would be so kind as to extend the same consideration at Lake Ashton.

If the Board is not able to waive the deposit in full, we would ask to instead propose paying the equivalent of two months' rent prior to opening (\$2,500), consistent with the standard first-and-last-month structure commonly used in commercial leasing, in lieu of the full \$8,000 upfront.

Second, we understood from our prior conversations with the Board that rent would be waived while we prepare the space and set up to open the restaurant. We want to confirm that this understanding still stands, and to ask the Board to clarify in writing that our rent obligation will begin once the restaurant is fully open and operating, rather than from the date the lease is executed.

Third, during the proposal process we understood that our restaurants would be granted exclusive catering rights for the District's banquet hall. We did not see this reflected in the draft lease agreement, and would ask that this be confirmed and included in writing as part of the final agreement.

Fourth, we would like to discuss the termination provisions in the draft lease. As currently written, the District may terminate the agreement for any reason, with or without cause, on sixty (60) days' notice, without the Tenant having recourse to lost profits or other damages. Given the investment we intend to make in staffing, licensing, and preparing the restaurant for operation, we would welcome the opportunity to work with the CDD and its District counsel to discuss a more balanced approach to this provision.

Fifth, and related to the item above, the draft lease currently requires the Tenant to restore the restaurant to its original condition upon termination for any reason, including termination initiated by the District

without cause. We would ask that this obligation be reconsidered, or limited to circumstances involving damage caused by the Tenant beyond normal wear and tear.

We appreciate the Board's time in considering these items and are happy to discuss any of them further at the Board's convenience. Thank you again for your continued partnership throughout this process.

Respectfully,

Olardo Lawrence

Lake Ashton Bar & Grill Proposal Team
Tropical Fusion Grill
Winter Haven, Florida
863-289-4277

cc: Savannah Hancock, Esq., Kilinski Van Wyk

SECTION VIII

SECTION B

RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RESTATED RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Lake Ashton Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Lake Wales, Florida; and

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

WHEREAS, the Board previously adopted *Rules of Procedure* to govern the operation and administration of the District and now wishes to set a public hearing to consider amendments thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt the District’s Amended and Restated Rules of Procedure on **Monday, October 19, 2026, at 9:00 AM at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, Florida 33859.**

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

PASSED AND ADOPTED this 17th day of August 2026.

ATTEST:

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Proposed Amended and Restated Rules of Procedure

Chapter 1 of the

RULES OF THE LAKE ASHTON
COMMUNITY DEVELOPMENT
DISTRICT

AMENDED AND RESTATED
RULES OF PROCEDURE

EFFECTIVE AS OF _____

AMENDED AND RESTATED RULES OF PROCEDURE
LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

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

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board

member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

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

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

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

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

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
 - (a) Agenda packages for prior twenty-four (24) months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Jill Burns, jburns@gmscfl.com, Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval (“Meeting Materials”). Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

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

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Fire safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), *Florida Statutes*; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

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

Rule 2.0 Rulemaking Proceedings.

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

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

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
 - (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that it is necessitated by immediate danger to the public health, safety, or welfare which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule provided that such procedure protects the public interest and complies with applicable law and these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may

be published in a newspaper of general circulation in the county in which the District is located.

- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
 - (d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and

- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

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

Rule 3.0 Competitive Purchase.

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

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

the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

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

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

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and

- (viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

place for submitting proposals.

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

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Rule 3.3 Purchase of Insurance.

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

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

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

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
 - ii. Unsafe conditions allowed to exist;
 - iii. Complaints from the public;
 - iv. Delay or interference with the bidding process;
 - v. The potential for repetition;
 - vi. Integrity of the public contracting process;
 - vii. Effect on the health, safety, and welfare of the public.
- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

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

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

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

(5) Emergency Suspension and Revocation

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

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the

District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, , or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

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

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

(d) Enter orders; and

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

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

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.

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

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

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

SECTION C

RESOLUTION 2026-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT AND THE LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL JOINT MEETING SCHEDULE FOR FISCAL YEAR 2026/2027; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Lake Ashton Community Development District (“Lake Ashton CDD”) and Lake Ashton II Community District (“Lake Ashton CDD II”) are a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Polk County, Florida; and

WHEREAS, the District’s are required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District’s shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District’s are located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2026/2027 annual joint meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT AND LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Fiscal Year 2026/2027 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 17th day of August 2026.

ATTEST:

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2026/2027 Annual Meeting Schedule

Exhibit A

NOTICE OF JOINT MEETINGS OF THE LAKE ASHTON AND LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICTS FISCAL YEAR 2026/2027

The Board of Supervisors of the Lake Ashton and Lake Ashton II Community Development Districts will hold joint scheduled public meetings for Fiscal Year 2026/2027 as follows, unless otherwise indicated:

**Monday, October 19, 2026 at 11:30 AM at the Lake Ashton Clubhouse Ballroom,
4141 Ashton Club Drive, Lake Wales, Florida
(after Lake Ashton CDD regular meeting)**

**Thursday, January 21, 2027 at 11:30 AM at the Lake Ashton Health & Fitness
Center (HFC), 6052 Pebble Beach Boulevard, Winter Haven, Florida
(after Lake Ashton II CDD regular meeting)**

**Monday, April 19, 2027 at 11:30 AM at the Lake Ashton Clubhouse Ballroom,
4141 Ashton Club Drive, Lake Wales, Florida
(after Lake Ashton CDD regular meeting)**

**Thursday, July 15, 2027 at 11:30 AM at the Lake Ashton Health & Fitness
Center (HFC), 6052 Pebble Beach Boulevard, Winter Haven, Florida
(after Lake Ashton II CDD regular meeting)**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, FL 32801 for the Lake Ashton CDD, or from Governmental Management Services – Tampa, LLC, 4530 Eagle Falls Place, Tampa, FL 33619 for the Lake Ashton II CDD. They may also be reached by telephone by calling (407) 841-5524 (Central Florida) or (813) 344-4844 (Tampa).

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

District Manager

SECTION D

SECTION 1

Lake Ashton Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2026– September 30, 2027

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least six regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of six board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised in accordance with Florida Statutes on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____

Date:_____

Print Name:_____

Lake Ashton Community Development District

District Manager:_____

Date:_____

Print Name:_____

Lake Ashton Community Development District

SECTION 2

Lake Ashton Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least six regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of six board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised in accordance with Florida Statutes on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____

Date:_____

Print Name:_____

Lake Ashton Community Development District

District Manager:_____

Date:_____

Print Name:_____

Lake Ashton Community Development District

SECTION IX

*CLOSED
SECURITY
DISCUSSION*