

*Lake Ashton
Community Development District*

Meeting Agenda

*September 21, 2026
(REVISED September 16, 2026)*

AGENDA

Lake Ashton

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

September 14, 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, September 21, 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 August 17, 2026 Board of Supervisors Meeting
5. Staff Reports
 - A. Engineer—**UPDATED REPORT AND PROPOSALS ADDED**
 - B. Attorney
 - I. Presentation of Changes in Amended Rules of Procedure for the District
 - a) Discussion Regarding Proposed Rules of Procedure (*Request and Document Exhibit Provided by Supervisor Realmuto*)
 - C. Field Manager
 - I. Aquatics Maintenance
 - a) Presentation of Monthly Aquatics Site Visit Review
 - D. Lake Ashton Community Director

- I. Consideration of Proposal for Restaurant Kitchen Ice Machine Replacement (Bin Replacement Option & Full Machine Replacement Option)
 - II. Consideration of Proposal for Installation of Swing Door Operator
 - III. Consideration of Renewal of Bingo Room Rental Agreement (*Dates will be provided under separate cover prior to the Board Meeting*)—**ADDED**
- 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. Consideration of Resolution 2026-10 Adopting a Joint Meeting Schedule for Fiscal Year 2026/2027
- 8. New Business
 - A. Ratification of Renewal of Sponsorship Agreement with Advent Health
 - B. Consideration of Renewal of Landscaping Service Agreement with Yellowstone
 - C. Consideration of Audit Services Engagement Letter from Auditor for Fiscal Year 2026 Audit—**ADDED**
- 9. **CLOSED SECURITY SESSION** (*Items listed below provided to Board separately due to confidentiality purposes*)
 - A. Presentation of Preventative Maintenance Report from All Systems Go
 - B. Consideration of Proposal for Gate Repair (All Systems Go)
 - C. Consideration of Proposal for Bowling Alley Camera Replacement (All Systems Go)
- 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, August 17, 2026** at 9:01 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL.

Present and constituting a quorum were:

Brenda VanSickle
Mike Costello
Steve Realmuto
Debby Landgrebe
Greg Ulrich

Chairperson
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Savannah Hancock
Garrett Posten
Matt Fisher
Denise Plavetzky *by Zoom*

District Manager, GMS
District Counsel, Kilinski Van Wyk
District Engineer, Rayl Engineering
Operations Manager
Community Director

The following is a summary of the discussions and actions taken at the August 17, 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 9:01 a.m., called roll, and recited the pledge of allegiance. All five Supervisors were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Ms. VanSickle requested approval of the meeting agenda.

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

THIRD ORDER OF BUSINESS

**Public Comments on Specific Items
on the Agenda (*All Public Comments
are limited to three (3) minutes each*)**

Ms. VanSickle opened the public comment period.

Resident (Marianne Zak) addressed the Board regarding the need for Precision to install the automatic door opener to improve accessibility for disabled residents and visitors attending community events. She noted concerns about individuals falling while navigating the area during inclement weather and emphasized the potential liability and fines associated with noncompliance. Ms. Zak thanked the Board for their continued efforts to address the matter.

FOURTH ORDER OF BUSINESS

**Consideration of Minutes from the
July 20, 2026 Board of Supervisors
Meeting**

Ms. VanSickle presented the minutes from the July 20, 2026 Board of Supervisors meeting. The Board provided minor comments to be incorporated into the signed version. During discussion, Supervisor Landgrebe requested removal of a supervisor-provided handout attached to the minutes, noting that Board members' supporting materials are generally not incorporated into the official minutes and that the document contained only partial information. Supervisor Realmuto opposed the request, stating that the handout provided additional information regarding assessment options that had been discussed but was not included in the original agenda packet, and that including it promoted transparency. District Counsel explained that Florida law requires summary minutes and does not require supporting documents to be incorporated into the minutes, although such documents remain public records. The Board discussed whether the handout should remain with the July minutes and whether additional materials could be included. It was noted that documents not discussed at the July meeting would not be appropriate for inclusion in the July minutes but could potentially be included with the September minutes if discussed at that meeting.

On MOTION by Mr. Realmuto, seconded by Mr. Costello, with all in favor, the Minutes from the July 20, 2026 Board of Supervisors Meeting, were approved as amended 5-0.
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FIFTH ORDER OF BUSINESS**Staff Reports****A. Engineer****I. Presentation of Encroachment Report**

Mr. Posten reported that final inspections of the Turnberry area (Phase 3) had been completed. Of the 38 pipes inspected, eight had previously been repaired during the Turnberry repaving project, leaving 30 pipes requiring evaluation. While most defects were minor, five pipes were identified as having significant structural defects requiring repair, with two additional pipes approaching the threshold for repair. Mr. Posten will obtain itemized quotes for the five critical repairs and separate quotes for the two additional pipes, as well as costs for Waterford paving and storm sewer repairs, for consideration at the next meeting. Mr. Posten also reported on needed repairs to the Marina bridges and advised that he is working with contractors on a proposed concrete replacement solution. He expects to present options to the Board at the next meeting.

Regarding encroachments, Mr. Posten stated that based on the photographs homeowners appeared to have removed encroachments from CDD property. However, several properties continued to show mowing beyond wetland markers. District Counsel explained that prior cease-and-desist letters had been issued and recommended sending additional cease-and-desist letters regarding the continued mowing in conservation areas to establish a record of compliance and protect the District should the water management District impose fines or penalties. The Board approved a motion to send the secondary cease-and-desist letters.

On MOTION by Mr. Ulrich, seconded by Ms. VanSickle, with all in favor, Directing Staff to Send Second Cease-and-Desist Letters, was approved 5-0.

B. Attorney**I. Consideration of Resolution 2026-08 Setting a Public Hearing on the Adoption of Encroachment Policies (Suggested Date: October 19, 2026)**

Ms. Hancock presented a draft encroachment policy establishing an application process for homeowners seeking to place improvements on District property. The Board discussed the proposed application fee range and the need for fees to cover

administrative, engineering, legal, and recording costs, with Ms. Hancock explaining that Florida law requires a specific fee range to be established through a public hearing. The Board expressed support for increasing the maximum encroachment fee to \$5,000. It was also clarified that fences and perimeter walls are prohibited under HOA requirements and would be removed from the policy. The Board further discussed establishing a rental rate range for the vacant restaurant space, including consideration of whether the kitchen would be included and how rates could vary based on the type, duration, and timing of rentals. It was discussed that staff and counsel would develop the proposed rental rate structure and related guidelines. The Board approved proceeding with the required public hearing and advertising of the proposed fee schedule, including an encroachment fee range of \$0 to \$5,000 and a restaurant rental fee range of \$0 to \$10,000, with the hearing to be held at the October 19, 2026 meeting.

On MOTION by Mr. Ulrich, seconded by Ms. Landgrebe, with all in favor, Resolution 2026-08 Setting a Public Hearing on the Adoption of Encroachment Policies and the Restaurant Fee, was approved as amended 5-0.

C. Field Manager**I. Aquatics Maintenance****a) Presentation of Monthly Aquatics Site Visit Review**

Mr. Fisher reported that Solitude Aquatic Maintenance had completed the wetland treatments and returned to address additional areas of concern. The grass along the outskirts of the wetlands appeared to be dead following treatment. Mr. Fisher will conduct another thorough review the following week and provide an update, including photographs of pond conditions, at the next Board meeting.

II. Items Regarding District Landscaping**a) Landscape Plantings Photo Renderings**

Mr. Fisher also reported that the littoral plantings were not looking satisfactory. After reviewing the site and contacting Alan, the District Manager for Solitude, arrangements were being made to have the area replanted. Mr. Fisher will follow up with Solitude regarding the anticipated replanting date. The Board then discussed proposed

plantings for the boulevard medians. The options included dwarf gladiator, dwarf firebush, and loropetalum. The plants were selected for their cold hardiness, and oleander was not recommended due to its susceptibility to caterpillar infestation. The proposed plan was to alternate loropetalum and dwarf firebush by median, with each plant variety installed on both sides of the medians. The proposal included approximately 550 plants, spaced three feet apart, at a total cost of \$7,425.

On MOTION by Mr. Costello, seconded by Ms. VanSickle, with all in favor, the Proposal for 550 Plants, was approved 5-0.

Mr. Ulrich noted that the proposal represented an estimated savings of nearly \$11,000 compared to the quote received from Yellowstone, the District's regular landscape maintenance company.

b) Proposals & Pricing for Plantings

- i. American Heritage Nursery**
- ii. Yellowstone**

Mr. Fisher reported that proposals had been requested from Yellowstone and American Heritage for relocating the existing rock at the front entrance and installing mulch. American Heritage submitted a proposal totaling \$2,500, while Yellowstone's proposal was approximately four times higher. The Board discussed relocating the existing rock around the oak tree and gate arms, with any remaining rock potentially being used around other landscaped areas and installing mulch in the remaining areas. Concerns were raised regarding mulch previously washing into the roadway during rain. Staff will work with the landscaping vendor to lower the soil along the curb as needed and monitor the area; installation of a garden border may also be considered if necessary. The Board approved the \$2,500 proposal from American Heritage.

On MOTION by Ms. Landgrebe, seconded by Mr. Ulrich, with all in favor, the Proposal from American Heritage for \$2,500, was approved 5-0.

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

Ms. Plavetzky reported that the previously approved agreement with 4105 Limerick for the installation of riprap had been completed. She also provided an update on the reserve study, noting that she had been in contact with Capital Reserve Advisors regarding Draft 10 and was working with the consultant to incorporate revisions requested by the Board. The Board reiterated its requests for additional missing items, including the clubhouse sound system, as well as an explanation of the meaning and methodology of “100% funding.” Ms. Plavetzky stated that she would continue working with the consultant and provide the requested information to the Supervisors prior to the next meeting for possible approval of the final reserve study.

Ms. Plavetzky also reported that ASG was working with Precision regarding the previously approved upgrade to the clubhouse door, which will allow access by scanning a card. An update regarding scheduling was expected during the week. She noted that two candidate forums were currently scheduled and no additional requests had been received. She further reported that Nation Security had increased patrols in the pool area and clubhouse, with the Board receiving positive feedback regarding the guards and a significant improvement in security services. Post orders would be discussed separately.

Regarding resident programming, Ms. Plavetzky reported positive attendance and feedback from the recent Monday Morning Coffee featuring Natural Encounters and an owl presentation. The Board discussed the possibility of partnering with Natural Encounters for future events and improving communication to residents regarding similar programs offered at the organization’s nearby facility. It was clarified that sharing information about such events as a public service to residents would be permissible under the District’s advertising policy, provided the communication was informational rather than promotional.

The Board then considered an insurance waiver for All Systems Go in connection with its security agreement. Ms. Hancock explained that the District’s standard security agreement requires a \$2 million umbrella liability policy. All Systems Go has \$2 million in

general liability coverage, \$2 million in automobile liability coverage, workers' compensation, and employer's liability coverage, but does not carry the required umbrella policy. Staff advised that the Board could waive the umbrella requirement. The Board also discussed whether insurance requirements for smaller projects could be adjusted to avoid unnecessarily burdening smaller vendors; however, staff explained that insurance requirements are evaluated based on the specific project and associated risks rather than solely on contract value. After discussion, the Board agreed to waive the \$2 million umbrella liability insurance requirement for All Systems Go in connection with its security contract.

On MOTION by Mr. Ulrich, seconded by Mr. Realmuto, with all in favor, Waiving the Umbrella Policy, was approved 5-0.

E. District Manager

Ms. Burns reported that she may be unable to attend the September Board meeting due to a mediation related to a District involved in litigation. One of the three dates provided for the mediation conflicts with the September meeting date. Ms. Burns stated that she does not have control over the mediation schedule and, if necessary, a representative may attend the meeting in her place. Other than that, she did not have anything to report.

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 presented the financial reports, including the balance sheet, capital project and project reserve funds, statement of revenues and expenditures, changes in fund balance, and check run summary. No comments were made, and approval of the check run summary was requested.

On MOTION by Mr. Costello, 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 Response from Tropical Fusion**

The Board discussed the response from Tropical Fusion regarding the restaurant RFP and the additional information requested by District staff. Staff had requested a business plan, proof of financial capability, and references by August 5, 2026, along with providing a draft lease agreement. Staff reported that the only response received was a July 30 letter from Mr. Lawrence containing several requested changes to the proposed lease; the requested business plan, financial information, and references had not been provided. The Board discussed whether to continue negotiations or restart the RFP process.

The Board reviewed the requested reduction of the \$8,000 security deposit to \$2,500 and expressed concerns based on the District's history of costs associated with restoring the restaurant after prior tenants. Staff reported that the District had collected prior deposits of \$5,000, \$8,000, and \$6,000 from the last three vendors. Several Board members indicated that the \$8,000 security deposit should remain unchanged.

The Board also discussed Tropical Fusion's request to defer rent until the restaurant opens, eliminate or modify the District's 60-day termination provision, and provide exclusivity for catering or use of the banquet hall. The Board generally supported waiving rent until the restaurant is operational, provided the lease contains clear and objective requirements defining when rent would commence. The Board did not support exclusivity of the banquet hall and expressed opposition to changing the standard 60-day termination provision. Staff advised that the 60-day provision is standard for similar District leases and provides necessary flexibility for a local government.

The Board then considered whether to continue negotiations with Tropical Fusion or issue a new RFP. Concerns were raised regarding the failure to provide the information requested by the August 5 deadline and the length of time the restaurant had remained vacant. Staff advised that catering companies could potentially be brought in under short-term agreements to provide interim food service to residents. The motion passed, with Mr. Realmuto and Mr. Ulrich opposed and Ms. Landgrebe voting in favor.

On MOTION by Ms. VanSickle seconded by Mr. Costello, with Ms. Landgrebe, Ms. VanSickle, and Mr. Costello in favor and Mr. Realmuto and Mr. Ulrich opposed, Authorizing Staff to Send RFP, was approved 3-2.

The Board discussed the timeline and content for reissuing the restaurant RFP. Staff advised that the July draft RFP could be updated to incorporate the Board's recent requirements and include the draft lease agreement, insurance requirements, and other applicable terms. The Board directed staff to issue the RFP by the end of the week, with proposals due approximately October 8, 2026, and proposers expected to present at the October Board meeting. Staff noted that the RFP would provide approximately 45 days for responses and would be distributed to previous bidders as well as additional potential restaurant and management companies. Staff clarified that the requested business plan, proof of financial capability, and verifiable references are standard requirements already included in the District's restaurant RFPs. The Board also discussed whether management companies operating restaurants should be eligible to respond, and the Board favored soliciting as broadly as possible. The Board further discussed providing interim food service while the restaurant RFP process is underway. Staff advised that short-term license agreements could be used for caterers or food trucks to operate on District property. The Board discussed concerns regarding use of the restaurant kitchen, including equipment, cleaning, insurance, and liability. It was generally agreed that allowing temporary caterers to provide service without using the kitchen would be the simpler approach, while staff could explore appropriate arrangements and insurance requirements.

EIGHTH ORDER OF BUSINESS

New Business

A. Discussion Regarding Vendor Insurance

Ms. VanSickle presented the discussion regarding vendor insurance. The Board briefly discussed vendor insurance requirements and whether any further action or discussion was needed following the previously addressed waiver. Ms. VanSickle asked whether the matter needed to be addressed for other vendors, and no additional concerns were raised.

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)

Ms. VanSickle presented Resolution 2026-09. The Board discussed Resolution 2026-09, which would set a public hearing for October 19, 2026, regarding adoption of amended and restated District Rules of Procedure, Chapter One. Ms. Hancock explained that the proposed rules are a wholesale replacement of the District's outdated procedures and incorporate recent statutory changes, including updated notice requirements, public records request provisions, and bidding procedures.

Mr. Ulrich and Mr. Realmuto expressed concerns about holding the hearing in October given the upcoming change in Board membership and the lack of a redlined comparison showing substantive changes. Mr. Realmuto requested that Board members have an opportunity to review the changes, discuss concerns with District Counsel, and provide feedback before the public hearing. Ms. Hancock offered to provide a comparison identifying significant updates and meet individually with supervisors to explain the proposed changes. Following discussion, Ms. VanSickle moved to approve Resolution 2026-09 and set the public hearing for October 19, 2026.

On MOTION by Ms. VanSickle seconded by Mr. Costello, with Ms. Landgrebe, Ms. VanSickle, and Mr. Costello in favor and Mr. Realmuto and Mr. Ulrich opposed, Resolution 2026-09 Setting a Public Hearing on the Adoption of Amended and Restated District Rules of Procedure (Chapter I) on October 19, 2026, was approved 3-2.

The Board further discussed providing a comparison of the proposed Rules of Procedure with the existing rules. Ms. Hancock offered to meet individually with supervisors and present the major changes at the October meeting or provide them for Board discussion at the September meeting. Mr. Realmuto agreed to share the redlined comparison he prepared and requested that the matter be placed on the September agenda so the Board could review and discuss any proposed changes before they are incorporated into the version considered at the October public hearing. Ms. Hancock agreed to bring the comparison and Board feedback back for discussion in September.

C. Consideration of Resolution 2026-10 Adopting the Joint Meeting Schedule for Fiscal Year 2026/2027

Ms. VanSickle presented Resolution 2026-10. The Board discussed adopting the joint meeting schedule for Fiscal Year 2026/2027. Because the previously scheduled joint meeting was canceled due to a lack of agenda items, the matter was being considered separately by each Board. Discussion focused on the proposed October meeting date, with concern expressed that it would occur prior to the seating of newly elected supervisors and only two months after the prior meeting. The Board discussed moving the meeting to November or a later date and establishing a schedule that would continue on a quarterly basis. Staff noted that any revised schedule would need to be coordinated with Lake Ashton CDD II and approved by both Boards. The Board ultimately directed staff to coordinate with CDD II to identify a mutually agreeable joint meeting date between its November meeting and January, taking into consideration Board and staff availability and the Thanksgiving and Christmas holidays.

D. Goals and Objectives**I. Adoption of Fiscal Year 2027 Goals & Objectives**

Ms. Burns reviewed the Fiscal Year 2027 goals and objectives. The Board discussed adoption of the Fiscal Year 2027 Goals and Objectives. Ms. Burns explained that, due to recent changes in Florida legislation, the District is required to adopt goals and objectives annually. The proposed FY 2027 Goals and Objectives are the same as those previously adopted for FY 2026, and the District is on track to meet them. Mr. Realmuto asked whether the goals could be modified during the year, and it was confirmed that a future Board could add, remove, or revise goals as appropriate. The Board also discussed keeping the goals broad rather than overly specific.

II. Review of Approved Fiscal Year 2026 Goals & Objectives and Authorizing Chair to Execute Final Form

Ms. VanSickle presented the Fiscal Year 2026 Goals & Objectives. The Board authorized the Chair to sign the form confirming that the FY 2026 Goals and Objectives had been met at the end of the fiscal year. During discussion, Mr. Realmuto raised a question regarding whether the District's audit had been posted to the website; Ms. Burns

clarified that the audit is posted after Board acceptance and noted that the referenced item may have pertained to FY 2026.

On MOTION by Mr. Ulrich, seconded by Ms. Landgrebe, with all in favor, Adoption of Fiscal Year 2027 Goals & Objectives and Authorizing Chair to Execute Final Form that Fiscal Year 2026 Goals & Objectives have been Met, was approved 5-0.

NINTH ORDER OF BUSINESS

CLOSED SECURITY SESSION

A. Discussion Regarding Invoice Received from Securitas (*provided to Supervisors separately due to confidentiality purposes*)

Ms. VanSickle noted the Board is breaking for a closed session.

TENTH ORDER OF BUSINESS

Public Comments

Resident (Marianne Zak) expressed appreciation for the Board's efforts to secure a restaurant for the community but encouraged the Board to proceed cautiously. The resident noted concerns about committing to a restaurant without knowing who would ultimately serve as the chef or cook, stating that the community could be disappointed if the new operation did not meet expectations. The resident also cautioned that restarting the process and selecting a single restaurant could leave the District with limited alternatives and potentially reduce its negotiating leverage. In particular, the resident expressed concern that the restaurant operator could make greater demands, including regarding any required security deposit, if no other options were available. The resident encouraged the Board to carefully consider these factors before moving forward and thanked the Board for its efforts.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests/Supervisor Open Discussion

Ms. Landgrebe requested that the assessment history she provided, covering the earliest available records through the current year, be included in the meeting minutes for transparency. She explained that the information demonstrates the cumulative assessment increases, the years in which there were no increases, and years in which assessments decreased. Ms. VanSickle noted that the historical information averages the

cumulative increase over the number of years; for the FY 2027 assessment recently approved, the increase equates to approximately \$57.77 per year when averaged over 19 years, without adjustment for inflation.

Mr. Realmuto clarified that the assessment information he previously provided was based on the published General Fund budgets and was intended to reflect the current budget discussion, with the only adjustment being the addition of the impact of a \$100 increase. He stated that including additional historical years lowers the average increase but noted that many current residents have not been residents for the entire period. He emphasized that the current Board should focus on the increases residents will experience now and in future years rather than attempting to recover prior years of lower assessments through current residents.

Ms. Landgrebe stated that including the complete history provides a fuller picture and supports transparency. Ms. Burns explained that prior assessment decisions should be viewed in the context of the District's financial history, including a significant loss associated with a restaurant, the purchase of golf course property, and additional amenities and infrastructure such as cart paths, ponds, and bridges that created ongoing financial obligations. Mr. Ulrich agreed, noting that the Board evaluates the budget prospectively, seeks to control costs, avoids unnecessary expenditures, and looks for opportunities to reduce project costs. Ms. Landgrebe added that she had recently identified another landscaping provider that resulted in significant savings, further illustrating the Board's efforts to reduce expenses.

	Fiscal Year	Gross per unit Assessment	Assessment Yearly Increase	Cumulative \$ Increase	PER YEAR
	2008	\$ 1,621.40			
1	2009	\$ 1,621.41	\$0.01	\$ 0.01	
2	2010	\$ 1,788.26	166.85	\$ 166.86	\$ 83.43
3	2011	\$ 1,714.41	\$ (73.85)	\$ 93.01	\$ 31.00
4	2012	\$ 1,714.41	\$0.00	\$ 93.01	\$ 23.25
5	2013	\$ 1,714.41	\$0.00	\$ 93.01	\$ 18.60
6	2014	\$ 1,714.41	\$0.00	\$ 93.01	\$ 15.50
7	2015	\$ 1,714.41	\$0.00	\$ 93.01	\$ 13.29
8	2016	\$ 1,714.41	\$0.00	\$ 93.01	\$ 11.63
9	2017	\$ 1,714.41	\$0.00	\$ 93.01	\$ 10.33
10	2018	\$ 1,714.41	\$0.00	\$ 93.01	\$ 9.30
11	2019	\$ 1,714.41	\$0.00	\$ 93.01	\$ 8.46
12	2020	\$ 1,875.00	\$160.59	\$ 253.60	\$ 21.13
13	2021	\$ 1,875.00	\$0.00	\$ 253.60	\$ 19.51
14	2022	\$ 1,969.00	\$94.00	\$ 347.60	\$ 24.83
15	2023	\$ 2,269.00	\$300.00	\$ 647.60	\$ 43.17
16	2024	\$ 2,369.00	\$100.00	\$ 747.60	\$ 46.73
17	2025	\$ 2,569.00	\$ 200.00	\$ 947.60	\$ 55.74
18	2026	\$ 2,569.00	\$0.00	\$ 947.60	\$ 52.64
19	2027	\$ 2,719.00	\$ 150.00	\$ 1,097.60	\$ 57.77

Year 2024 = \$747.60 cumulative assessment increase divided by 16 years = \$46.73 per year

Year 2025 = 947.60 cumulative assessment increase divided by 17 years = \$55.74 per year

Year 2026 = 947.60 cumulative assessment increase divided by 18 years = \$52.64 per year

Year 2027 = 1097.60 cumulative assessment increase divided by 19 years = \$57.77 year

10 Years NO INCREASE

1 Year a DECREASE

1 Year increase of \$0.01

TWELFTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the meeting was adjourned.
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Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

SECTION A



09/21/2026

Lake Ashton CDD Meeting

Engineering Report (revised)

- **Waterford Paving**

- Paving
 - AAA- \$55,500.00 (recommended)
 - Kearney- \$115,818.03
 - General Asphalt- \$63,567.50
 - Tucker Paving- \$71,333.70
- Geotechnical Testing – \$3,700 by Nissi (recommended)
- Additional Berwick Area - \$1500 to be covered by change order under AAA proposal (recommended)

Total: \$60,700.00

- **Turnberry Area Storm Sewer Repairs**

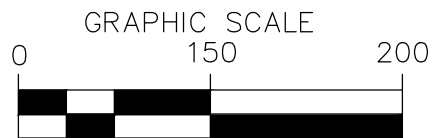
- Report Attached
 - 5 pipe segments
 - Shenandoah - \$102,212.83 (recommended)
 - APS - \$112,600.01
 - 7 pipe segments
 - Shenandoah - \$139,389.21
 - APS - \$152,611.61

- **Bridge Repair**

- Repair to one bridge approach
 - Toole's Tractor - \$3,000



SHEET TITLE: WATERFORD DR. PAVING MAP		JOB NO. 19-165	NO. DATE:	
PROJECT NAME: WATERFORD DR. PAVING		DATE: JUNE, 2026		
PREPARED FOR: LAKE ASHTON CDD WATERFORD DR, LAKE WALES, FL 33859		DRAWN BY: XX		
		CHECKED BY: XX		
		RAYL ENGINEERING & SURVEYING, LLC 810 EAST MAIN STREET OFFICE: (863) 537-7901 BARTON, FL 33930 www.rayleng.com FL EB REG# 28920 © 2026 FL LB REG# 7770		



(IN FEET)
1 inch = 150 ft.

SHEET NUMBER

1 OF 1



LAKE ASHTON CDD - WATERFORD DRIVE - MILL & PAVE Proposal

Contact David Prillhart (863) 956-7724 david@aaatopqualityasphalt.com	Proposal Date 9/2/2026 Project ID 26-1517 Job Site LAKE ASHTON CDD - WATERFORD DRIVE Waterford Drive Lake Wales, FL 33859	Submitted to LAKE ASHTON CDD C/O GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC JILLIAN BURNS (407) 841-5524 Garrett@raylengineering.com
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Services

LAKE ASHTON CDD - WATERFORD DRIVE - MILL & PAVE Estimate

ASPHALT - MILL AND PAVE 1.5"	3,798 sy	\$14.06 / sy	\$53,400.00
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MILL APPROXIMATELY 3,798 SQ. YDS OF EXISTING ASPHALT USING A RX-700 ROADTEC ASPHALT MILLING MACHINE TO AN AVERAGE DEPTH OF 1.5". USING A POWER BROOM, POWER SWEEP CLEAN THE DESIGNATED PROJECT AREA FREE OF ALL LOOSE DIRT, SAND AND DEBRIS FOR ASPHALT INSTALLATION. HAUL ALL MILLING DEBRIS FROM SITE AND DISPOSE OF.

INSTALL APPROXIMATELY 3,798 sq yd OF 1.5" SP 9.5 TLC TYPE HOT MIX ASPHALT MATERIALS (MAX RAP 40%) (ONE LIFT) TO THE PROJECT AREA. ROLL, LEVEL AND PACK TO PROPER DENSITY USING A STEEL WHEEL DOUBLE DRUM ROLLER AND RUBBER TIRE TRAFFIC ROLLER.

NOTE: THIS ITEM YIELDS 314 TONS

NOTE: TACK COAT IS APPLIED TO MILLED SURFACE PRIOR TO PLACING ASPHALT.

THERMOPLASTIC STRIPING & RPM'S	\$2,100.00
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APPLY THERMOPLASTIC MARKINGS TO THE FOLLOWING A MINIMUM OF 14 DAYS AFTER ASPHALT INSTALLATION

QUANTITIES INCLUDE:

24 LN. FT. OF 24" WHITE STOPBAR
(4) BLUE RPM'S AT HYDRANTS

Total: \$55,500.00

Acceptance

PLEASE NOTE

DUE TO THE VOLATILITY OF THE CURRENT MARKET FOR OIL-BASED PRODUCTS, WE RESERVE THE RIGHT TO REVIEW PRICING AT THE TIME OF ASPHALT INSTALLATION.



LAKE ASHTON CDD - WATERFORD DRIVE - MILL & PAVE Proposal

EXCLUSIONS

THE FOLLOWING ARE NOT INCLUDED IN THE SCOPE OF WORK:

"ASPHALT OVERAGES DUE TO AN INCORRECT BASE

"TACK, PRIME, SAND, SILT FENCE, SURVEY, AS-BUILTS, SOIL TESTING, DENSITY TESTING, PAINT, BOND, PERMIT, PERMIT FEES, SOD, NIGHT WORK, LIGHT PLANT, HERBICIDE, OR ANY WORK NOT EXPLICITLY LISTED OR IMPLIED IN THE SCOPE OF WORK

"RESPONSIBILITY FOR REFLECTIVE CRACKING RESULTING FROM PAVING OVER OLD ASPHALT OR CONCRETE

"GUARANTEE OF POSITIVE DRAINAGE IN ALL AREAS, AS PONDING MAY OCCUR DUE TO EXISTING ELEVATIONS

"RESPONSIBILITY FOR TEAR MARKS THAT MAY APPEAR DUE TO SUMMER HEAT (THESE SHOULD SUBSIDE IN COOLER WEATHER; WE SAND THE ASPHALT AFTER INSTALLATION TO MITIGATE THIS ISSUE)

"RESPONSIBILITY FOR VEGETATION GROWTH THROUGH NEW ASPHALT PAVEMENT OR DAMAGE TO THE ASPHALT AFTER WE HAVE LEFT THE PROJECT SITE

ALL WORK QUOTED IS SPECIFIED ABOVE. ANY WORK NOT EXPLICITLY LISTED IS EXCLUDED.

WARRANTY EXCLUSIONS

"ASPHALT PAVEMENT OR BASE INSTALLATION WARRANTIES DO NOT COVER FAILURES CAUSED BY EXISTING SUBGRADE SOILS, INCLUDING CLAYEY SOILS, ORGANIC MATERIALS, OR OTHER UNSUITABLE MATERIALS.

"ASPHALT PAVEMENT WARRANTIES DO NOT COVER FAILURES CAUSED BY BASE OR SUBGRADE INSTALLED AND COMPACTED BY OTHERS.

RIGHT OF CONTRACTOR TO WITHDRAW

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THE CONTRACTOR RESERVES THE RIGHT TO WITHDRAW FROM ANY AWARDED CONTRACT OR ISSUED PURCHASE ORDER OF RECEIPT, WITHOUT PENALTY OR LIABILITY, IF AFTER INTERNAL REVIEW, THE CONTRACTOR DETERMINES THAT PROCEEDING WITH THE PROJECT IS NO LONGER FEASIBLE DUE TO OPERATIONAL, FINANCIAL, LOGISTICAL, OR STRATEGIC REASONS.

TO EXERCISE THIS RIGHT, THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONTRACTING AUTHORITY STATING THE INTENTION TO WITHDRAW AND THE EFFECTIVE DATE OF SUCH WITHDRAWAL. UPON RECEIPT OF SUCH NOTICE, THE PARTIES SHALL HAVE NO FURTHER OBLIGATIONS TO ONE ANOTHER WITH RESPECT TO THE PROJECT, EXCEPT FOR PAYMENT FOR GOODS OR SERVICES ALREADY DELIVERED OR COMPLETED PRIOR TO THE DATE OF WITHDRAWAL.

SPORTS COURT INSTALLATION

WHEN INSTALLING A SPORTS COURT ON TOP OF NEW ASPHALT, TQA IS NOT RESPONSIBLE FOR SURFACE PATCHING OR LEVELING DUE TO THE ASPHALT BEING "ROUGH" OR "UNEVEN." ASPHALT IS NATURALLY ROUGH AND POROUS, AND THIS SHOULD BE ACCOUNTED FOR IN THE SPORTS COURT CONTRACTOR'S BID. NO BACK CHARGES WILL BE ACCEPTED.

NOTICE TO OWNER (NTO)

TQA SENDS OUT NTOS FOR EVERY PROJECT. EXPECT TO RECEIVE ONE FROM TQA, AS WELL AS FROM ANY SUPPLIERS OR SUBCONTRACTORS. THIS IS STANDARD PRACTICE.

PAYMENT TERMS

PAYMENT IS DUE WITHIN 30 DAYS FROM THE ORIGINAL INVOICE DATE. IF PAYMENT IS NOT RECEIVED WITHIN 60 DAYS, A NOTICE OF NON-PAYMENT WILL BE FILED/SENT WITH INTENT TO LIEN WITHIN 10 DAYS. IF AN ATTORNEY IS RETAINED TO COLLECT PAYMENT, ASSOCIATED FEES WILL BE INCLUDED.

BASE INSPECTION

PRIOR TO PAVING, THE BASE MUST BE INSPECTED. THE BASE MUST BE FIRM, ON GRADE, AND UNYIELDING. A STRING LINE TEST IS REQUIRED TO ENSURE THE CORRECT THICKNESS OF THE ASPHALT BEING INSTALLED.

OVERAGES AND MOBILIZATION

ANY OVERAGES WILL BE CHARGED BACK TO THE CONTRACTOR. ADDITIONAL MOBILIZATIONS WILL BE AT THE



LAKE ASHTON CDD - WATERFORD DRIVE - MILL & PAVE Proposal

CONTRACTOR'S EXPENSE, AT A COST OF \$4,500.00 PER MOBILIZATION. WE AIM TO HOLD PRICES FOR AT LEAST 30 DAYS, BUT PRICES ARE SUBJECT TO CHANGE THEREAFTER DUE TO INCREASES IN MATERIAL COSTS, HAULING, OR OTHER FACTORS.

SPEED BUMPS & OR CAR STOPS

THE CLIENT ACKNOWLEDGES THAT SPEED BUMPS, WHEEL STOPS, AND SIMILAR TRAFFIC CONTROL DEVICES INSTALLED ON THE PROPERTY ARE VISIBLE PHYSICAL FEATURES INTENDED TO REGULATE VEHICLE MOVEMENT AND ENHANCE SAFETY. WHILE REASONABLE CARE IS TAKEN IN THEIR PLACEMENT AND INSTALLATION, SUCH FEATURES MAY PRESENT A TRIPPING OR OBSTRUCTION HAZARD TO PEDESTRIANS.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL NOT BE HELD LIABLE FOR ANY INJURIES, DAMAGES, CLAIMS, OR LOSSES ARISING FROM OR RELATED TO INDIVIDUALS TRIPPING OVER, ENCOUNTERING, OR OTHERWISE INTERACTING WITH THESE INSTALLATIONS AFTER COMPLETION OF THE WORK. THE CLIENT AGREES TO ASSUME RESPONSIBILITY FOR MAINTAINING APPROPRIATE SIGNAGE, LIGHTING, AND ONGOING SAFETY MEASURES ONCE THE INSTALLATION IS COMPLETE.

THE CLIENT FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE USE, CONDITION, OR PRESENCE OF THE INSTALLED SPEED BUMPS OR CAR STOPS FOLLOWING PROJECT COMPLETION.

JILLIAN BURNS
LAKE ASHTON CDD C/O GOVERNMENTAL
MANAGEMENT SERVICES - CENTRAL FLORIDA,
LLC
Garrett@raylengineering.com

Date

David Prillhart
H&S Investment Group of Central Florida, LLC dba
AAA Top Quality Asphalt
david@aaatopqualityasphalt.com



KEARNEY
COMPANIES

EXHIBIT "A"

PROJECT: LAKE ASHTON CDD, WATERFORD DRIVE

CLIENT : Lake Ashton CDD

C/O Governmental Management Services - Central Florida, LLC

219 E. Livingston Street

Orlando, Florida .32801

CLIENT CONTACT : Jillian Burns, District Manager

CLIENT EMAIL : jburns@gmscfl.com

CLIENT PHONE NO. : (407) 841-5524

September 4, 2026

SUMMARY SHEET

SCHEDULE A PAVING \$ 115,818.03

TOTAL ALL SCHEDULES : \$ 115,818.03

The Kearney Companies, LLC

Jake Hansen

Vice President

9625 Wes Kearney Way

Riverview, FL 33578

(813) 421-6601



EXHIBIT "A"

PROJECT: LAKE ASHTON CDD, WATERFORD DRIVE

4-Sep-26

SCHEDULE A: PAVING

SCHEDULE TOTAL: \$ 115,818.03

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	GENERAL REQUIREMENTS	1	LS	\$ 6,701.44	\$ 6,701.44
2.	MOBILIZATION / DEMOBILIZATION	1	LS	\$ 4,389.25	\$ 4,389.25
3.	INLET PROTECTION	14	EA	\$ 150.40	\$ 2,105.60
4.	1-1/2" ASPHALT MILLING	3,798	SY	\$ 6.50	\$ 24,687.00
5.	1-1/2" ASPHALT, TYPE SP-9.5 - OVERLAY 30% RAP	3,798	SY	\$ 16.11	\$ 61,185.78
6.	TACK COAT	3,798	SY	\$ 0.82	\$ 3,114.36
7.	SAW CUT EXISTING PAVEMENT - ASPHALT	196	LF	\$ 4.19	\$ 821.24
8.	RE-STRIPE STOP BARS	1	LS	\$ 3,271.20	\$ 3,271.20
9.	MAINTENANCE OF TRAFFIC	1	LS	\$ 9,542.16	\$ 9,542.16

CONTINGENCY (ONLY IF REQUIRED)

1. ASPHALT LEVELING COURSE TN \$ 178.80

* TO BE PAID PER TRUCK TICKETS AT THE TONNAGE PRICE NOTED,
BASED ON CIVIL ENGINEER AND COUNTY DIRECTION. (IF REQUIRED)



Quoted To: LAKE ASHTON CDD

C/O Governmental Management Services - Central Florida, LLC

ATT. Jillian Burns

Date - AUG 24, 2026

Bid # 7872 - 8/2026

Project: Waterford Dr.

Location: Lake Wales

PAGE: 1

ITEM NO.		ESTIMATED		BID	TOTAL
		QUANTITY	UNIT		
1.00	Mill & Resurface with Type SP-TL-C 9.5 (35% RAP) Recycle Asphalt (1.50")	3,798.00	SY's	16.25	\$61,717.50
2.00	Install Thermo Stop Bars and Blue RPM's	1.00	LS	1,850.00	\$1,850.00
ESTIMATED TOTAL					\$63,567.50

PLEASE BE AWARE THAT DUE TO THE VOLATILITY OF MATERIAL PRICES, AC, FUELS, AND TRUCKING, GENERAL ASPHALT OF LAKELAND LLC. CANNOT GUARANTEE THESE PRICES BEYOND 60 DAYS PAST THE ABOVE BID DATE UNLESS OTHERWISE NOTED. PLEASE BE ADVISED THAT DUE TO RECENT SUPPLY CHAIN ISSUES AND A VERY UNSTABLE MARKET, OUR SUPPLIERS ARE INDICATING THAT WE COULD STILL SEE SOME INCREASES.

NOTES:

- 1.) THE ABOVE PRICING IS GOOD FOR SIXTY (60) DAYS FROM THE ABOVE BID DATE. AFTER SIXTY (60) DAYS, GENERAL ASPHALT OF LAKELAND RESERVES THE RIGHT TO INCREASE THE PRICE, BASED ON THE CURRENT ASPHALT PRICING MARKET.
- 2.) UNLESS OTHERWISE NOTED, THIS IS A UNIT PRICE PROPOSAL, PAYMENT SHALL BE BASED UPON ACTUAL FIELD MEASURED QUANTITIES.
- 3.) GENERAL ASPHALT OF LAKELAND RESERVES THE RIGHT TO INCREASE UNIT PRICES, IF QUANTITIES ARE TEN (10) PERCENT LESS THAN PROPOSED.
- 4.) THIS QUOTE IS BASED ON ONE (1) MOBILIZATION(S) WITH A 2,500 SQUARE YARD MINIMUM, UNLESS OTHERWISE NOTED ABOVE. IF ADDITIONAL MOBILIZATIONS ARE REQUIRED, \$4,800.00 PER ADDITIONAL MOBILIZATION, COULD BE ADDED TO INVOICE.
- 5.) PRICING IS BASED ON USING BINDER PG 52-28. ANY ADDITIONAL ADDITIVES OR OTHER BINDERS COULD RESULT IN ADDITIONAL CHARGES.
- 6.) ALL DENSITY REQUIREMENTS WILL BE BASED OFF CURRENT FDOT SPECS UNLESS OTHERWISE NOTED ABOVE.
- 7.) POSITIVE DRAINAGE IS NOT GUARANTEED ON AREAS HAVING LESS THAN 3% FALL.
- 8.) PRICING EXCLUDES ANY PRIME & SAND, BOND, LAYOUT, M.O.T., STRIPING, OR TESTING, UNLESS OTHERWISE NOTED ABOVE.
- 9.) PRICING EXCLUDES ANY (NIGHT SHIFT WORK) UNLESS NOTED ABOVE.
- 10.) ALL PRICING IS BASED ON MAX RAP ALLOWED BY FDOT UNLESS OTHERWISE NOTED ABOVE.
- 11.) THE ABOVE ITEMS ARE BID, BASED ON CURRENT FDOT DESIGNS AND TESTING CRITERIA.
- 12.) PAYMENT IS DUE, NET THIRTY (30) DAYS FROM OUR INVOICE DATE.
- 13.) IF PAYMENT IS NOT RECEIVED WITHIN SIXTY (60) DAYS OF OUR INVOICE DATE, A "NOTICE OF NON-PAYMENT" WILL BE SENT OUT WITH AN INTENT TO LIEN IN TEN (10) DAYS . IF AN ATTORNEY IS REQUIRED IN ORDER TO COLLECT PAYMENT, ATTORNEY FEES WILL ALSO BE COLLECTED.
- 14.) WARRANTY PERIOD IS ONE (1) YEAR FROM INVOICE DATE. GENERAL ASPHALT OF LAKELAND WARRANTS THAT THE INVOICED AREA OR PHASE WILL REMAIN FREE OF DEFECTS IN WORKMANSHIP AND/OR MATERIALS FOR THE WARRANTY PERIOD.
- 15.) GENERAL ASPHALT OF LAKELAND WILL NOT BE RESPONSIBLE FOR ANY DENSITY OR AESTHETIC ISSUES ON ANY ASPHALT PLACED OUT OF SPEC EVEN IF PLACED PER PLAN.
- 16.) WALKING TRAILS AND PATHS ARE TO BE A MINIMUM OF 8' UNLESS OTHERWISE NOTED ABOVE.
- 17.) ALL DENSITY REQUIREMENTS WILL BE BASED OFF CURRENT FDOT SPECS UNLESS OTHERWISE NOTED ABOVE.

Date: _____

Jamie Simmons
General Asphalt of Lakeland

Accepted By: _____

- Heavy trucks, trailers, or construction equipment

How to Help Reduce Tire Marks

While some marking is unavoidable on new asphalt, the following practices can help reduce the appearance of tire scuffs:

- Avoid turning the steering wheel while stopped
- Try to keep vehicles moving slowly while turning
- Limit sharp turning movements when possible
- Avoid parking heavy trailers or equipment on the asphalt for extended periods during hot weather
- Use caution with moving trucks, concrete trucks, pool construction equipment, dumpsters, and delivery vehicles

Our Commitment

We understand these markings can be concerning to see on a newly paved surface. However, tire scuffs and dry-turning marks are a normal characteristic of fresh asphalt, particularly in warm climates like Central Florida.

Our goal is to provide long-lasting, high-quality asphalt installation while also helping customers understand what to expect during the curing process.

Thank you for trusting our company with your asphalt project.





5658 Lucerne Park Road
Winter Haven, FL 33881
Phone: 863-299-2262
Fax: 863-294-1007
www.tuckerpaving.com

To:	C/O Governmental Management Services – Central Florida, LLC	Contact:	Jillian Burns
Address:	219 E Livingston Street Orlando, FL 32801	Phone:	(407) 841-5524
Project Name:	Lake Ashton Mill And Overlay	Fax:	
Project Location:	Winter Haven, FL	Bid Number:	26-1033
		Bid Date:	8/28/2026

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Mobilization	1.00	LS	\$1,503.69	\$1,503.69
Maintenance Of Traffic - Tucker's Scope Only	1.00	LS	\$614.19	\$614.19
1.5" Milling And Overlay Of Existing Asphalt	3,798.00	SY	\$17.82	\$67,680.36
Striping - Thermoplastic Stop Bar (2 EA) And Replace Blue Reflector For FHA	1.00	LS	\$1,535.46	\$1,535.46

Base Bid Price Subtotal: **\$71,333.70**

Total Bid Price: **\$71,333.70**

Notes:

- Pricing is based on current material, labor, fuel, and supplier costs. Tucker Paving reserves the right to review and revise pricing at time of award prior to contract execution to reflect actual costs and market conditions. Materials, labor, equipment, services, testing, permits, fees, repairs, relocations, or work not specifically identified in this proposal are excluded unless expressly included herein.

Quantity Note

Quantities are estimated from plans provided and are subject to field verification.

Asphalt Thickness Note

Pricing is based on the plan-specified pavement section. Additional asphalt required due to subgrade irregularities, settlement, or overbuild requirements is not included.

Base Preparation Note

Pricing assumes the existing subgrade and/or base is properly graded, compacted, and ready to receive pavement. Additional stone, grading, stabilization, or undercutting required due to deficient base conditions will be treated as extra work.

Drainage Note

Tucker Paving is not responsible for correcting existing drainage deficiencies unless specifically identified and included herein.

Weather Note

Work schedule is subject to weather and site conditions suitable for paving operations.

Milling & Overlay Specific Notes

Areas requiring full-depth repair, base repair, undercut, stabilization, or additional milling beyond the limits shown are excluded.

Utility adjustments are excluded unless specifically listed.

Parking Lot Paving Specific Notes

Proposal assumes all vehicles will be removed from the work area before the start of operations.

Tucker Paving is not responsible for damage to vehicles remaining within construction limits.

Asphalt Curing Notice

Owner acknowledges that newly placed asphalt pavement requires an extended curing period of approximately 365 days to achieve its full hardness and stability. During this curing period, the pavement may be susceptible to temporary surface markings caused by vehicle traffic, turning movements, kickstands, trailer jacks, concentrated loads, and other similar contact. Such markings are cosmetic in nature, are a normal characteristic of the asphalt curing process, and shall not be considered a defect in materials, workmanship, or a warranty issue.



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
www.tuckerpaving.com

To:	C/O Governmental Management Services – Central Florida, LLC	Contact:	Jillian Burns
Address:	219 E Livingston Street Orlando, FL 32801	Phone:	(407) 841-5524
		Fax:	
Project Name:	Lake Ashton Mill And Overlay	Bid Number:	26-1033
Project Location:	Winter Haven, FL	Bid Date:	8/28/2026

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Tucker Paving Inc

Authorized Signature: _____

Estimator: Kyle Allen

863-299-2262 kallen@tuckerpaving.com

September 15, 2026

Lake Ashton CDD
C/O Governmental Management Services – Central Florida, LLC
219 E Livingston Street Orlando, FL 32801

Attn: Jillian Burns, District Manager

RE: Asphalt Testing Services Proposal
Waterford Drive Pavement Improvements
Polk County, Florida
Nissi Proposal No.: NGP-26-663

Ms. Burns:

Nissi Geotechnical Engineering, LLC (Nissi) appreciates the opportunity to submit this proposal to provide asphalt testing services for the above-mentioned project.

Project Information

The project consists of proposed pavement improvements at the intersection of Waterford Drive within the Lake Ashton CDD in Lake Wales, Florida. This proposal consists of performing asphalt pavement testing services.

Scope of Services

Nissi reviewed the provided project information and minimum frequencies outlined in the project documents to generate the estimated testing quantities for the project. Our cost estimate does not include services beyond what is specified in our proposal. Based on our review, we propose to provide the following quantities associated with the improvements:

1. Asphalt Testing
 - Asphalt Monitoring – Up to 2 days
 - Extraction Gradation Tests on samples obtained during monitoring
2. Asphalt Coring
 - 6 Pavement Cores – After completion to verify placement thickness

Service Fee

The lump sum fee for performance of the geotechnical services is **\$3,700.00**. We will immediately notify you should conditions impacting our scope, schedule, or cost of services occur. This proposal is based on the assumption that no hazardous materials exist on-site that would impact our scope of services provided. Nissi proposes that the work will be completed pursuant to the attached **Nissi General Conditions**.



We appreciate the opportunity to offer our services to you. If this proposal is acceptable, please sign below as notice to proceed and return a copy to our office. Should you have any questions regarding this proposal, please contact this office.

Respectfully Submitted,

NISSI GEOTECHNICAL ENGINEERING, LLC

Juan M. Navarrete II, P.E., CBC
Geotechnical Engineer/Manager

Attachments: Nissi General Conditions

Authorized By:	Name & Title	
	Sign & Date	
Invoice To:	Company	
	Address	
	Email	

Lake Ashton Community Development District

Turnberry Area Storm Sewer Assessment

September 11, 2026



Prepared by:



810 E Main Street
Bartow, FL 33830
863-537-7901
admin@raylengineering.com
www.raylengineering.com



September 11, 2026

Lake Ashton Community Development District
Attn: Brenda VanSickle, Chairman
4141 Ashton Club Drive Lake Wales, FL
33859

PROJECT NAME: Lake Ashton CDD Turnberry Area Storm Sewer Assessment
PROJECT #: 19-165

Dear Ms. VanSickle,

As directed by the Board of Supervisors, we have completed our assessment of the storm sewer located in the Turnberry Area, otherwise known during construction as Phase III, of the Lake Ashton CDD. This area was prioritized by the Board due to the presence of poor condition fiber reinforced concrete pipe that has been discovered throughout the system. The following report is a comprehensive summary of our findings for the Board's use.

If you have any questions regarding this report, please contact me at your convenience. Thank you for the opportunity to be of service to the Lake Ashton CDD.

Sincerely,
Rayl Engineering & Surveying, LLC

A handwritten signature in blue ink that reads "Garrett R. Posten".

Garrett R. Posten, PE
VP of Engineering
Rayl Engineering and Surveying, LLC

*Garrett R. Posten, State of Florida, Professional Engineer, License No. 98652
This item has been digitally signed and sealed by Garrett R. Posten on the date
indicated here. Signature must be verified on any electronic copies.*



NAASCO/PACP Condition Assessment Methodology

A total of 37 pipe segments within the community were inspected using CCTV. The inspection results were evaluated using the NAASCO/PACP condition assessment methodology, including the Quick Overall Rating (QOR)*, detailed review of the CCTV footage, and consideration of both Likelihood of Failure (LoF) and Consequence of Failure (CoF). These factors were used to develop a combined Risk Factor for each pipe segment and provide a consistent basis for comparing and prioritizing rehabilitation needs.

The evaluation considers both the observed physical condition of each pipe and the potential consequences associated with failure. Structural defects contribute to the LoF, while the CoF considers factors such as pipe depth, pipe diameter, location, proximity to other infrastructure, and the potential impact of a failure on surrounding infrastructure and the community. This approach allows pipes with similar structural conditions to be prioritized on an objective basis. The resulting score is intended as a comparative risk-ranking tool rather than a direct probability of failure or a determination that a pipe will fail at a particular score.

Results

The 37 inspected pipe segments produced Risk Factors ranging from approximately 1.3 to 10.2. Five segments had Risk Factors greater than 6.0, an additional 10 segments had Risk Factors between 3.0 and 6.0, and the remaining 22 segments had Risk Factors below 3.0. The five segments exceeding 6.0 represent the highest-risk portion of the inspected pipes and were identified as the primary rehabilitation candidates.

A representative pipe segment within the greater than 6.0 group is Pipe ID #22-21. This pipe received a Risk Factor of 10.2, consisting of a LoF of 5.1 and a CoF of 2.0. The segment contained one Level 5 structural defect and two Level 4 structural defects, with Level 5 being the highest available structural defect level. The high LoF reflects the severity of these observed structural conditions. The CoF of 2.0 indicates that, relative to other potential pipe failures, the consequences associated with failure of this segment are moderate. The resulting Risk Factor of 10.2 therefore reflects a pipe with significant structural deterioration even though its consequence-of-failure rating is not among the highest in the system.

The segments with Risk Factors between 3.0 and 6.0 generally represent moderate-risk conditions. These segments may contain lower-severity defects, including Level 2 structural defects, or may have somewhat higher Consequences of Failure that increase the overall Risk Factor despite a lower LoF. The segments with Risk Factors below 3.0 are generally pipes with low and/or infrequent structural defects that are also lower Consequence of Failure. The Risk Factor groupings were selected primarily as practical groupings based on the distribution of scores within the 37 inspected segments. They are not fixed failure thresholds and may be adjusted in future evaluations as additional inspection data become available and the distribution of observed risks changes.

**QOR: a NAASCO/PACP-derived code summarizing the pipe's structural defect grades, read as paired [grade][count] values from highest severity to lowest (e.g., "5142" = one Grade 5 defect and two Grade 4 defects). A QOR of "0000" indicates no structural defects observed or recorded (including rehabilitated pipes not re-inspected).*

Risk Factor	# Pipe Segments	Percentage of Total Pipe Segments
0 – 2.99	22	59%
3.0 – 5.99	10	27%
>6.0	5	14%
Total	37	

Table 1: Results Summary

Recommendations

Based on the current inspection results, it is recommended that the five pipe segments with Risk Factors greater than 6.0 be prioritized for rehabilitation. These segments represent the highest relative risk within the inspected pipe segments and provide the greatest opportunity for reducing infrastructure risk through corrective action.

The ten segments with Risk Factors between 3.0 and 6.0 with lower severity defects should be considered secondary or delayed rehabilitation candidates. These and the remaining pipe segments are not recommended for immediate rehabilitation based solely on the current inspection results. An important consideration is that no previous CCTV inspection data is available to establish a deterioration history. Consequently, a Level 2 defect observed today could have developed recently, or it could have existed in substantially the same condition for many years. The current inspection establishes the condition of the pipe, but not the rate at which that condition is changing.

Future CCTV inspection will establish a second condition benchmark and allow the CDD to determine whether these defects are stable, gradually deteriorating, or progressing at a rate that warrants earlier rehabilitation. This approach allows limited rehabilitation funding to be directed first toward the highest-risk assets while maintaining a mechanism for monitoring lower-risk pipes and refining future rehabilitation priorities as additional condition data become available.

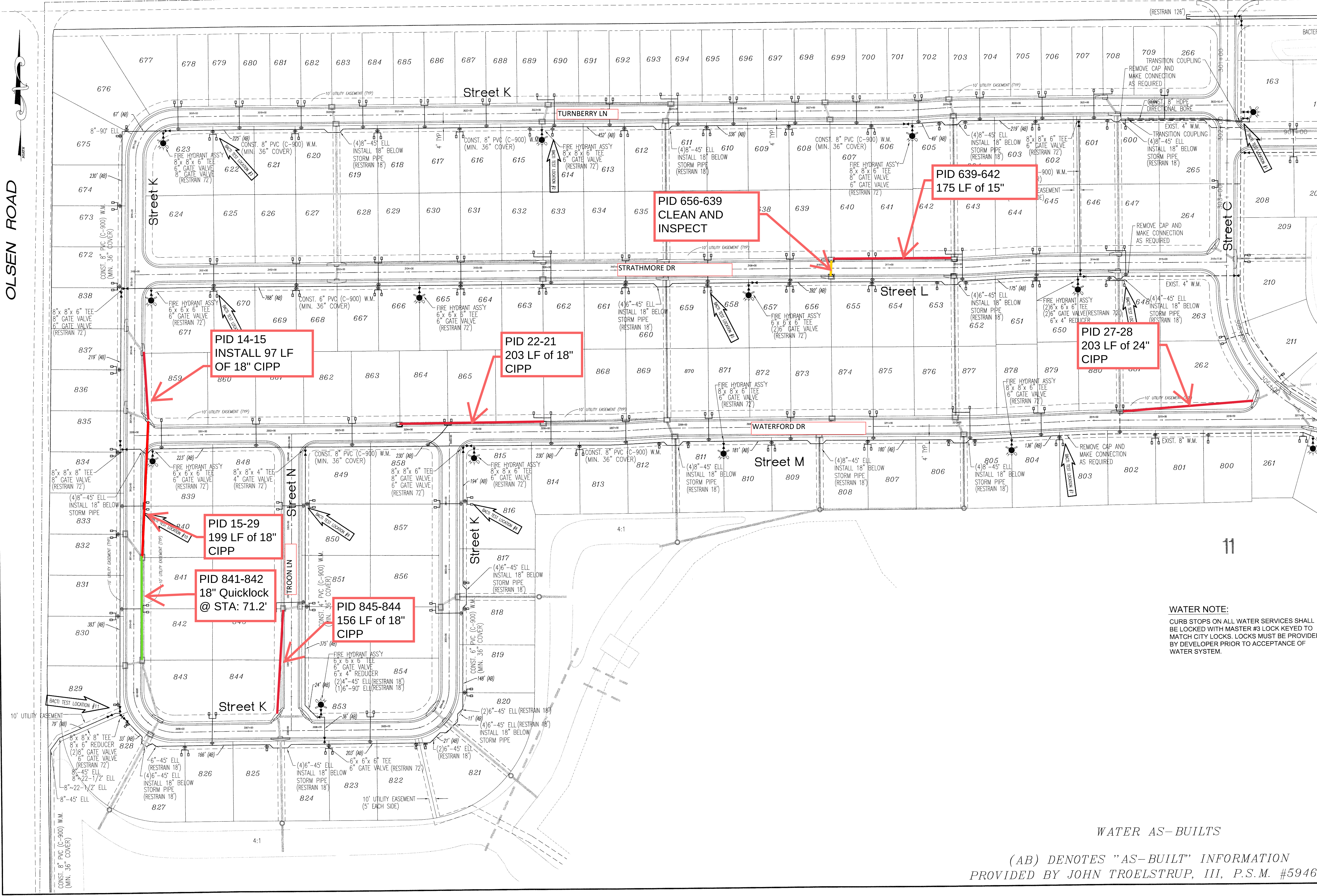
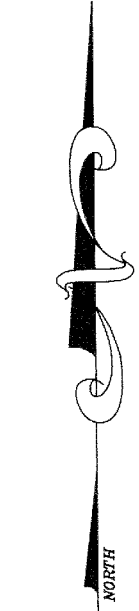
The selected rehabilitation prioritization is ultimately an owner- and project-specific decision and may change based on available funding, risk tolerance, planned infrastructure improvements, and other CDD priorities. The Risk Factor provides a consistent technical basis for making that decision, while future inspection data will allow the prioritization to be refined as the condition and deterioration history of the system becomes better understood.

UP MH	Dn MH	Pipe ID	Street	Loc Code	Rehab Year	Rehab Meth	LF	DIA	Material	Inspection Year	Notes	QOR	LoF	CoF	RISK
22	21	22-21	Waterford	Curb			203	18	FRCP	2026		5142	5.1	2	10.2
15	29	15-29	Turnberry/Waterford	Cross/Curb			199	18	FRCP	2026		413B	4.1	2	8.2
841	842	841-842	Turnberry	Curb			147	18	FRCP	2026	Hole	4111	4.1	2	8.2
27	28	27-28	Waterford	Curb/Yard			203	24	FRPC/RCP	2026		5213	5.2	1.5	7.8
14	15	14-15	Turnberry	Curb/Yard			94	18	FRCP	2025	Obstruction	4115	4.1	1.9	7.79
845	844	845-844	Troon	Curb			156	18	FRCP	2026		2700	2.7	2.1	5.67
639	642	639-642	Strathmore	Curb			175	15	FRCP	2026		2700	2.7	2	5.4
627	632	627-632	Strathmore	Curb			299	24	FRCP	2026		2100	2.1	2.2	4.62
634	662	634-662	Strathmore	Cross			17	36	FRCP	2026		2100	2.1	1.9	3.99
844	844.2	844-844.2	Turnberry	Cross			31	24	FRCP	2026		2100	2.1	1.7	3.57
646	649	646-649	Strathmore	Cross			20	15	FRCP	2026		2100	2.1	1.7	3.57
19	20	19-20	Waterford	Cross			24	36	FRCP	2026		0000	1	3.5	3.5
25	26	25-26	Waterford	Cross			24	30	FRCP	2026		1100	1.1	2.9	3.19
833	841	833-841	Turnberry	Cross			36	15	FRCP	2026		2100	2.1	1.5	3.15
663	632	663-632	Strathmore	Cross			17	15	FRCP	2026		2100	2.1	1.5	3.15
9	8	9-8	Turnberry	Curb	2025	Quick Lock	171	18	FRCP	2025	No inspection	1400	1.4	2.1	2.94
851	845	851-845	Troon	Cross			16	15	FRCP	2026		2100	2.1	1.3	2.73
853	844	853-844	Troon	Cross			36	15	FRCP	2026		2100	2.1	1.3	2.73
854	854.2	854-854.2	Turnberry	Cross			21	15	FRCP	2026		2100	2.1	1.3	2.73
668	627	668-627	Strathmore	Cross			18	15	FRCP	2026		2100	2.1	1.3	2.73
21	19	21-19	Waterford	Curb			177	24	FRCP	2026		1100	1.1	2.3	2.53
842	843	842-843	Turnberry	Yard			84	24	FRCP	2026		0000	1	2.2	2.2
632	634	632-634	Strathmore	Curb			169	24	FRCP	2026		0000	1	2.2	2.2
642	653	642-653	Strathmore	Cross			18	30	FRCP	2026		0000	1	2.2	2.2
5	4	5-4	Turnberry	Curb	2025	CIPP	177	15	Liner	2025	No inspection	0000	1	2.1	2.1
8	7	8-7	Turnberry	Cross	2025	CIPP	20	24	Liner	2025	No inspection	0000	1	2	2
4	3	4-3	Turnberry	Cross			20	15	FRCP	2025		1100	1.1	1.8	1.98
843	828	843-828	Turnberry	Cross			20	24	FRCP	2026		0000	1	1.9	1.9
23	24	23-24	Waterford	Cross			26	15	FRCP	2026		0000	1	1.9	1.9
6	5	6-5	Turnberry	Cross			20	15	FRCP	2025		1100	1.1	1.6	1.76
1	2	1-2	Turnberry	Cross	2025	CIPP	27	15	Liner	2025	No inspection	0000	1	1.5	1.5
10	9	10-9	Turnberry	Cross	2025	CIPP	20	15	Liner	2025	No inspection	0000	1	1.5	1.5
817	855	817-855	Turnberry	Cross			21	15	FRCP	2026		0000	1	1.5	1.5
11	12	11-12	Turnberry	Cross	2025	CIPP	18	15	Liner	2025	No inspection	0000	1	1.4	1.4
16	15	16-15	Turnberry	Cross	2025	CIPP	23	18	Liner	2025	No inspection	0000	1	1.4	1.4
13	14	13-14	Turnberry	Cross	2025	CIPP	37	15	Liner	2025	No inspection	0000	1	1.3	1.3
829	842	829-842	Turnberry	Cross			21	15	FRCP	2026		0000	1	1.3	1.3
656	639	656-639	Strathmore	Cross				15	FRCP	2026	Dirty, no score	NA	NA	1.5	NA

Table 2: Detailed Assessment Summary

THOMPSON NURSERY ROAD

OLSEN ROAD



WATER NOTE:
CURB STOPS ON ALL WATER SERVICES SHALL BE LOCKED WITH MASTER #3 LOCK KEYS TO MATCH CITY LOCKS. LOCKS MUST BE PROVIDED BY DEVELOPER PRIOR TO ACCEPTANCE OF WATER SYSTEM.

WATER AS-BUILTS

(AB) DENOTES "AS-BUILT" INFORMATION
PROVIDED BY JOHN TROELSTRUP, III, P.S.M. #5946

engineers - architects - surveyors - scientists
chastain skillman
incorporated
Lakeland
Sebring
Tampa
Atlanta

REVISION NO.	REVISION DATE
1	07/05/05
2	09/11/03
3	03/14/03
4	03/05/03

DRAWN BY	SEG
REV.	DATE
1	01/05/05
SCALE	1" = 60'

LAKE ASHTON GOLF CLUB
LAKE WALES, FLORIDA
PHASE III
SITE UTILITIES PLAN

COPYRIGHT © 2003
"AS-BUILTS"
Kenneth R Thiele
ENGINEER:
Kenneth R Thiele
REG. NO. 30279
DRAWING NO.
DCL 7319.08-04W



PROPOSAL: P54545-v1

DATE: September 14, 2026

SUBMITTED TO: Rayl Engineering and Surveying, LLC

ADDRESS: 810 East Main Street
Bartow, FL 33830

PHONE: (863) 537-7901

EMAIL: garrett@raylengineering.com

WORK SITE: Lake Ashton Various, Lake Wales, FL

ATTENTION: Garret Posten

JOB NAME: Lake Ashton 2026 With out 845-844 and
639-642

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Clean, Root cut, Pre Video, CIPP Liner, Quicklock, Post Video Various sites

CIPP Liner 18 in 22-21	(at \$123.73 LF)	203 Linear Feet	\$25,117.19
CIPP Liner 18 in 15-29	(at \$123.73 LF)	199 Linear Feet	\$24,622.27
Quick Lock Seal 841-842	(at \$7,375.00 Lump Sum)	1 Lump Sum	\$7,375.00
CIPP Liner 24 in 27-28	(at \$157.52 LF)	203 Linear Feet	\$31,976.56
Clean and TV 15 in 656-639	(at \$7.50 LF)	20 Linear Feet	\$150.00
CIPP liner 18 in and Root Cut 14-15	(at \$133.73 LF)	97 Linear Feet	\$12,971.81

ESTIMATED BASE SERVICE TOTAL:

\$102,212.83

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.

Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.

Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.

Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.

Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.

Surcharges and Fees: An Environmental Surcharge of \$40.00 per day will be applied to each day of service performed to cover all state and local regulations. A fuel recovery fee will be assessed on each invoice for services performed.

Travel Time and Cancellations: Same-day job cancellations may incur a cancellation fee. Travel time to and from the job site is billed at applicable rates.

SUBMITTED BY

Garret Kulp

(772) 467-8861 · G.Kulp@shenandoahus.com

TITLE

Estimator

DATE09/14/2026

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____**DATE:** _____**COMPANY NAME:** _____**REPRESENTATIVE:** _____**TITLE:** _____**AP CONTACT:** _____**AP PHONE #:** _____**AP EMAIL:** _____

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1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

PROPOSAL

14801

CUSTOMER: Rayl Engineering and Surveying, LLC	PHONE: 863-537-7901	DATE: 09/14/2026
STREET: 810 East Main Street	JOB NAME: Lake Ashton CDD Pipe Repairs	
CITY/STATE/ZIP: Bartwo, FL, 33830	JOB LOCATION: Waterford Dr, Lake Wales, FL, 33859	
ATTN: Garrett R. Posten	E-MAIL: garrett@raylengineering.com	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
Seq: Storm Rehab				
1.00	Storm QuickLock - 18"	EA	4,875.00	4,875.00
4.00	Storm Standard Cleaning (4 Hr Minimum)	HRS	295.00	1,180.00
4.00	Storm Standard CCTV (4 Hr Minimum)	HRS	265.00	1,060.00
2.00	Fuel Recovery - Vac Truck (Per Mobilization)	EA	185.00	370.00
1.00	Fuel Recovery - Grout Truck (Per Mobilization)	EA	110.00	110.00
1.00	Fuel Recovery - CCTV Truck (Per Mobilization)	EA	135.00	135.00
1.00	Water Meter Acquisition	EA	800.00	800.00
1.00	Storm Licensed Disposal	EA	650.00	650.00
0.00	Grout Truck Downtime (If needed)	HRS	315.00	0.00
0.00	Vac Truck Downtime (if needed)	HRS	295.00	0.00
Seq: Storm CIPP				
1.00	Mobilization	LS	2,318.52	2,318.52
203.00	(22-21) Install 18" CIPP Liner per ASTM F1216	LF	120.01	24,362.03
199.00	(15-29) Install 18" CIPP Liner per ASTM F1216	LF	121.52	24,182.48
203.00	(27-28) Install 24" CIPP Liner per ASTM F1216	LF	162.20	32,926.60
98.00	(14-15) Install 18" CIPP Liner per ASTM F1216	LF	200.31	19,630.38
TOTAL				112,600.01

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS



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FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

- 1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate
- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is committed to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

, This proposal includes all labor, material, equipment, and workmanship to perform pipeline repairs at the above referenced project.

Repair quotes include light cleaning, the repair method noted in the proposal, and post-repair video inspection.

- o Heavy cleaning will be billed at the applicable hourly rate.

Owner/contractor is responsible for plugging and dewatering. APS can quote these services separately upon request.

A 50% material deposit may be required prior to commencement of work at APS discretion.

All unit prices are subject to a 3% annual escalation applied on each anniversary of the contract execution date.

1. Pricing will be based on actual field measurements from manhole to manhole.
2. Price quoted does not include any point repairs that may be needed prior to liner installation.
3. Proposal subject to pre-CCTV inspection by Atlantic Pipe Services confirming line(s) are in a condition that is acceptable for rehabilitation.
4. Liner to be installed per ASTM 1216 and manufacturer's specification.
5. Others to supply POTABLE from 2-inch hydrant meter or water truck for cleaning and pipe rehabilitation.
6. Others to provide dewatering/bypass of flows for the duration of installation (if needed).
7. Others to provide reasonable access to line segments to be rehabilitated, including structure/manhole top removal and ground stabilization, if needed.
8. Proposal includes minor MOT, limited to construction ahead signs and traffic cones. Any other MOT (lane closures) needed to be provided by others.
9. Pricing includes light cleaning only. Additional heavy or mechanical cleaning can be provided at an hourly rate shown below.
10. Proposal does not include bonds or permit fees.
11. Proposal does not include costs associated with engineered stamped calculations for material thickness, if needed.
12. Pricing subject to execution of mutually agreeable subcontract and 50% deposit.



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FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- ☒ Local Dump-Site for safe disposal of debris / waste material removed from Project Location
- ☒ Local Metered Water Source
- ☒ Exposure of structures and access to all work areas without delay
- ☒ Stabilized Access to Work Areas - Two Wheel Drive Accessible
- ☐ Access to secure site for equipment storage
- ☒ Maintenance of Traffic - If Applicable

CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC

PRINT NAME / TITLE		DATE	9/15/2026
SIGNATURE	Maria Saint-Hilaire		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER

PRINT NAME / TITLE		DATE	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

DISCLAIMER: APS shall perform any and all repairs (e.g sag removal, rerounding, grouting, sectional CIPP, internal joint seals, mechanical repair sleeves, CIPP, coatings,) services on a best-effort basis and makes no representations or warranties, express or implied, regarding the success or effectiveness of such services. Billing shall be due and payable regardless of the outcome of the sag removal process. APS shall not be held liable or responsible for any damage, deformation, failure, or other adverse effects that may occur to the pipeline as a result of the sag removal attempt. Furthermore, APS shall bear no responsibility or liability for any costs, damages, or liabilities arising from dig-ups, excavations, or other activities outside of APS's control. The client agrees to indemnify, defend, and hold harmless APS, its officers, employees, and subcontractors from and against any and all claims, damages, losses, or expenses (including attorney's fees) arising out of or related to the sag removal work, except to the extent caused by APS's sole gross negligence or willful misconduct.

CUSTOMER RESPONSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a) Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d) Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f) Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

**PROPOSAL: P54418-v2****DATE:** September 9, 2026**SUBMITTED TO:** Rayl Engineering and Surveying, LLC**ADDRESS:** 810 East Main Street
Bartow, FL 33830**PHONE:** (863) 537-7901**EMAIL:** garrett@raylengineering.com**WORK SITE:** Lake Ashton CCD, Lake Wales, FL**ATTENTION:** Garret Posten**JOB NAME:** Lake Ashton 2026

Shenandoah appreciates the opportunity to work together in identifying the most cost effective solution for the projects unique needs. Based on our evaluation and understanding of the project requirements, we propose the following scope of work.

SCOPE OF WORK

Clean, Root cut, Pre Video, CIPP Liner, Quicklock, Post Video Various sites

CIPP 18 in 22-21	(at \$123.73 LF)	203 Linear Feet	\$25,117.19
CIPP Liner 18 in 15-29	(at \$123.73 LF)	199 Linear Feet	\$24,622.27
Quick Lock Seal 841-842	(at \$7,375.00 Lump Sum)	1 Lump Sum	\$7,375.00
CIPP Liner 24 in 27-28	(at \$157.52 LF)	203 Linear Feet	\$31,976.56
CIPP Liner 18 in and Root cutting 14-15	(at \$133.73 LF)	97 Linear Feet	\$12,971.81
CIPP Liner 18 in 845-844	(at \$123.73 LF)	156 Linear Feet	\$19,301.88
CIPP Liner 15 in	(at \$102.14 LF)	175 Linear Feet	\$17,874.50
Clean and TV	(at \$7.50 LF)	20 Linear Feet	\$150.00

ESTIMATED BASE SERVICE TOTAL:**\$139,389.21**

Note: The existing pipes are fragile and may collapse during construction. If this happens, we will provide an estimate for repairs needed to complete the lining. Any surface settling after lining, due to the pipe's poor condition, is not covered under warranty.

Payment: This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

Materials and Workmanship: All materials will meet the specified standards and all workmanship will conform to normal industry practices.

Estimate and Conditions: The price is based on current conditions at the job site. Our crew reserves the right to stop work or leave the job site whenever safety conditions may be at risk. Additional charges may apply for any such delays.

Exclusions: Engineering, permits, testing, and bonds are excluded unless specifically noted.

Insurance: The owner is responsible for insuring any existing structures, and all materials and work in place against the risk of fire or other hazards until completion and acceptance of the project.

Waiver of Claims: Both parties waive all tort claims against each other and will look exclusively to insurance for covered risks.

Surcharges and Fees: An Environmental Surcharge of \$40.00 per day will be applied to each day of service

performed to cover all state and local regulations. A fuel recovery fee will be assessed on each invoice for services performed.

Travel Time and Cancellations: Same-day job cancellations may incur a cancellation fee. Travel time to and from the job site is billed at applicable rates.

SUBMITTED BY

Garret Kulp

(772) 467-8861 · G.Kulp@shenandoahus.com

TITLE

Estimator

DATE09/09/2026

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____**DATE:** _____**COMPANY NAME:** _____**REPRESENTATIVE:** _____**TITLE:** _____**AP CONTACT:** _____**AP PHONE #:** _____**AP EMAIL:** _____

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FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

PROPOSAL

14801

CUSTOMER: Rayl Engineering and Surveying, LLC	PHONE: 863-537-7901	DATE: 09/14/2026
STREET: 810 East Main Street	JOB NAME: Lake Ashton CDD Pipe Repairs	
CITY/STATE/ZIP: Bartwo, FL, 33830	JOB LOCATION: Waterford Dr, Lake Wales, FL, 33859	
ATTN: Garrett R. Posten	E-MAIL: garrett@raylengineering.com	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
Seq: Storm Rehab				
1.00	Storm QuickLock - 18"	EA	4,875.00	4,875.00
4.00	Storm Standard Cleaning (4 Hr Minimum)	HRS	295.00	1,180.00
4.00	Storm Standard CCTV (4 Hr Minimum)	HRS	265.00	1,060.00
2.00	Fuel Recovery - Vac Truck (Per Mobilization)	EA	185.00	370.00
1.00	Fuel Recovery - Grout Truck (Per Mobilization)	EA	110.00	110.00
1.00	Fuel Recovery - CCTV Truck (Per Mobilization)	EA	135.00	135.00
1.00	Water Meter Acquisition	EA	800.00	800.00
1.00	Storm Licensed Disposal	EA	650.00	650.00
0.00	Grout Truck Downtime (If needed)	HRS	315.00	0.00
0.00	Vac Truck Downtime (if needed)	HRS	295.00	0.00
Seq: CIPP				
1.00	Mobilization - Lining Crew	LS	2,318.52	2,318.52
203.00	(22-21) Install 18" CIPP Liner per ASTM F1216	LF	120.01	24,362.03
199.00	(15-29) Install 18" CIPP Liner per ASTM F1216	LF	121.52	24,182.48
203.00	(27-28) Install 24" CIPP Liner per ASTM F1216	LF	162.20	32,926.60
156.00	(845-844) Install 18" CIPP Liner per ASTM F1216	LF	142.60	22,245.60
175.00	(639-642) Install 15" CIPP Liner per ASTM F1216	LF	101.52	17,766.00
98.00	(14-15) Install 18" CIPP Liner per ASTM F1216	LF	200.31	19,630.38
TOTAL				152,611.61

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS



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(407) 792-1360
info@atlanticpipe.us

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

- 1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate
- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is committed to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

, This proposal includes all labor, material, equipment, and workmanship to perform pipeline repairs at the above referenced project.

Repair quotes include light cleaning, the repair method noted in the proposal, and post-repair video inspection.

- o Heavy cleaning will be billed at the applicable hourly rate.

Owner/contractor is responsible for plugging and dewatering. APS can quote these services separately upon request.

A 50% material deposit may be required prior to commencement of work at APS discretion.

All unit prices are subject to a 3% annual escalation applied on each anniversary of the contract execution date.

1. Pricing will be based on actual field measurements from manhole to manhole.
2. Price quoted does not include any point repairs that may be needed prior to liner installation.
3. Proposal subject to pre-CCTV inspection by Atlantic Pipe Services confirming line(s) are in a condition that is acceptable for rehabilitation.
4. Liner to be installed per ASTM 1216 and manufacturer's specification.
5. Others to supply POTABLE from 2-inch hydrant meter or water truck for cleaning and pipe rehabilitation.
6. Others to provide dewatering/bypass of flows for the duration of installation (if needed).
7. Others to provide reasonable access to line segments to be rehabilitated, including structure/manhole top removal and ground stabilization, if needed.
8. Proposal includes minor MOT, limited to construction ahead signs and traffic cones. Any other MOT (lane closures) needed to be provided by others.
9. Pricing includes light cleaning only. Additional heavy or mechanical cleaning can be provided at an hourly rate shown below.
10. Proposal does not include bonds or permit fees.
11. Proposal does not include costs associated with engineered stamped calculations for material thickness, if needed.
12. Pricing subject to execution of mutually agreeable subcontract and 50% deposit.



1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- ☒ Local Dump-Site for safe disposal of debris / waste material removed from Project Location
- ☒ Local Metered Water Source
- ☒ Exposure of structures and access to all work areas without delay
- ☒ Stabilized Access to Work Areas - Two Wheel Drive Accessible
- ☐ Access to secure site for equipment storage
- ☒ Maintenance of Traffic - If Applicable

CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC

PRINT NAME / TITLE		DATE	9/15/2026
SIGNATURE	Maria Saint-Hilaire		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER

PRINT NAME / TITLE		DATE	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

DISCLAIMER: APS shall perform any and all repairs (e.g sag removal, rerounding, grouting, sectional CIPP, internal joint seals, mechanical repair sleeves, CIPP, coatings,) services on a best-effort basis and makes no representations or warranties, express or implied, regarding the success or effectiveness of such services. Billing shall be due and payable regardless of the outcome of the sag removal process. APS shall not be held liable or responsible for any damage, deformation, failure, or other adverse effects that may occur to the pipeline as a result of the sag removal attempt. Furthermore, APS shall bear no responsibility or liability for any costs, damages, or liabilities arising from dig-ups, excavations, or other activities outside of APS's control. The client agrees to indemnify, defend, and hold harmless APS, its officers, employees, and subcontractors from and against any and all claims, damages, losses, or expenses (including attorney's fees) arising out of or related to the sag removal work, except to the extent caused by APS's sole gross negligence or willful misconduct.

CUSTOMER RESPONSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a) Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d) Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f) Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

ESTIMATE

Toole's Tractor Services & H2O
Weed Control, LLC
P.O. Box 672
Lake Alfred, FL 33850

toolestractor@gmail.com
+1 (689) 500-7424
[https://www.toolestractorservices.co
m/](https://www.toolestractorservices.com/)



Bill to
Lake Ashton CDD
C/O Governmental Management Services –
Central Florida, LLC
219 E Livingston Street
Orlando, Florida 32801

Estimate details
Estimate no.: 1691
Estimate date: 09/11/2026
Expiration date: 10/10/2026

#	Product or service	Description	Amount
1.	Site work	All materials, equipment, & labor to - Remove broken concrete from bridge entrance to expose rotten timber and erosion hole - Brace bridge side of erosion with plywood to support concrete - Fill eroded hole with 4k psi concrete to make even/level with bridge entrance	\$3,000.00
2.		*Once the broken concrete and rotten timber have been removed to expose the eroded void, allow Rayl Engineering to inspect the exposed damage and determine the appropriate repair requirements.	
Total			\$3,000.00
Expiry date			10/10/2026

Accepted dateAccepted by

SECTION B

SECTION 1

SUMMARY OF SUBSTANTIVE CHANGES

Redline Comparison of Rules of Procedure — Lake Ashton Community Development District

Comparison of the Rules of Procedure adopted August 27, 2010 (effective October 1, 2010) against the proposed Amended and Restated Rules of Procedure

Rule	Change Made in the Redline	Effect / Notes
Rule 1.0 — General		
1.0(3)	Adds a definition of business hours: filings are accepted only during normal business hours, “which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.”	Removes ambiguity about when a filing is timely. Same language added at Rule 3.11(1)(d).
1.0(4)	New conflict-of-law provision inserted: “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.”	Creates an automatic-suspension mechanism that operates without Board action, plus an interpretive canon favoring the Rule’s intent.
Rule 1.1 — Board of Supervisors; Officers and Voting		
1.1(1)	Supervisor qualifications restated. Supervisors elected “or appointed by the Board to elector seats” must be U.S. citizens, Florida residents, residents of the District, “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.”	Clarifies language to comply with statutory requirements. Extends the elector-seat qualification standard to Board appointees filling elector seats and expressly ties qualification to the Supervisor of Elections.
1.1(1)(c)	Vote standard changed from a majority of members “present and voting” to a majority of “members present.” Remote participation broadened from “phone” to “teleconference or videoconference,” and made “Subject to Rule 1.3(10).”	Clarifies language to include different modes of participation.
1.1(1)(d)	Prior restriction deleted: a Board member participating by phone could not make motions. Replaced with: “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.”	Two distinct changes: (i) the prohibition on remote members making motions is removed; (ii) a new single-member mediation-attendance authority is created, with Board ratification required.
1.1(2)	Officer-selection timing changed from “In November of every year, or at the first Board meeting held thereafter, if no meeting is held in November” to “At the first Board meeting held after each election where the newly elected members take office.”	Revises to match standard language for Rules of Procedure relating to officer elections. However, the Board may still change the officer slate at their discretion at any time.
1.1(2)(a)	Chairperson’s execution authority narrowed to “resolutions and contracts on the District’s behalf.” Check-signing authority and the countersignature requirement struck from this subsection (relocated to new (2)(g)). Also deleted: “Prior to the time a new Chairperson is elected, the Vice Chairperson shall have authority to perform all acts of the Chairman.” Adds the defined term “District Manager.”	The authority of the Vice Chair in the absence of the Chair is covered in 1.1(2)(b).

Rule	Change Made in the Redline	Effect / Notes
1.1(2)(b)	Vice-Chairperson's absence authority changed from "various documents" to "resolutions and contracts."	Conforms to the narrowed Chairperson authority.
1.1(2)(c)	Secretary: Florida residency requirement deleted. "The district's manager ('District Manager') may serve as Secretary" changed to "An employee of the District Manager may serve as Secretary." Sentence permitting appointment of Assistant Secretaries deleted. Bonding requirement expanded to permit, in the alternative, "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."	Updates language to be in line with standard industry practices.
1.1(2)(d)	Treasurer: same alternative-bond language added (fidelity bond, employee theft insurance policy, or comparable product naming the District as additional insured).	Parallel to the Secretary provision.
1.1(2)(g) — NEW	"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."	Consolidates check-signing authority in one place and permits designation of additional signatories by resolution.
1.1(3)	Adds: "Florida Open Meetings Laws apply to such Committees."	Express Sunshine Law application to all Board committees.
1.1(5)	Deletes the requirement to file the annual meeting schedule with "the Florida Department of Community Affairs."	Conforms to the abolition of DCA; filing with local general-purpose governments is retained.
1.1(6)	Voting conflict of interest now governed by "the Florida Constitution and Chapters 112 and 190" (adds the Constitution). "the official's special private gain" changed to "the Board member's special private gain."	Broadens the governing authority for conflicts analysis to be in line with current Florida law.
Rule 1.2 — District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination		
1.2 — Title	Title expanded to add "Service Contract Requirements; Financial Disclosure Coordination."	Reflects the two new subsections below.
1.2(2)	Adds an affirmative definition: "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." Deletes the qualifier "within the meaning of Chapter 119, Florida Statutes" and the express inclusion of "the 'Records of Proceedings'." Adds "Regardless of the form of the request" to the staff forwarding duty. Adds that the District cannot be required to "prepare opinions regarding District policies" in response to a request.	Broadens the working definition of a public record while adding a new express limitation on the District's response obligation.
1.2(3) — NEW	New "Service Contracts" subsection: "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."	Imposes a District-wide contracting requirement in accordance with § 119.0701, <i>Florida Statutes</i> and assigns enforcement responsibility.

Rule	Change Made in the Redline	Effect / Notes
1.2(4) [old (3)]	Special service charge completely rewritten. The fixed schedule (\$30/hour supervisory, \$20/hour clerical, plus actual IT cost) is deleted and replaced with a charge “based on the cost the District incurs to produce the records requested,” calculated “based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor.” Copy charges restated as \$0.15 / \$0.20 / \$1.00 certified (no rate change).	Moves from a fixed published rate to an actual-cost methodology. This is the industry standard and how public records are handled by most District’s throughout the state. District staff supports this change.
1.2(4) [old (3)]	New advance-estimate and payment procedure: where total fees are expected to exceed “twenty-five dollars (\$25.00),” the District must inform the requester of the estimated cost before commencing work; payment of the estimate is required in advance; “Should the person fail to pay the estimate, the District is under no duty to produce the requested records.” After fulfillment “additional payments or credits may be due.” The District has “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.”	Adds a true-up mechanism and a new refusal right for requesters with outstanding balances. This is in line with current Florida law.
1.2(4) [old (3)]	Deletes the auto-escalation clause: “These rates shall be increased, without further action of the Board, if applicable statutory rates increase.”	Under current Florida law, rate changes require Board action / rulemaking. This change conforms to that requirement.
1.2(7) — NEW	New “Financial Disclosure Coordination” subsection: the Secretary serves as Financial Disclosure Coordinator unless the Board designates otherwise; must “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”; must provide the list to the Commission on Ethics “by February 1 of each year, which list shall be current as of December 31 of the prior year.” Supervisors and Reporting Individuals must promptly notify the Coordinator of name/e-mail/address changes, and notify the Commission of e-mail changes.	New annual compliance deadline and ongoing recordkeeping obligation. Tracks § 112.3145(8)(a)1, <i>Florida Statutes</i> .
Rule 1.3 — Public Meetings, Hearings, and Workshops		
1.3(1)	Deletes the outside limit on notice: “at least seven (7) days, but no more than thirty (30) days.”	Removes the ceiling; notice may now be published more than 30 days in advance. This is permissible under Florida law.
1.3(1)	Annual meeting notice citation updated from “section 189.417” to “Section 189.015” of the Florida Statutes, and adds that such publication “shall satisfy the requirement to give at least seven (7) days’ public notice stated herein.”	Conforms to the 2014 recodification of Chapter 189, <i>Florida Statutes</i> and clarifies the interaction between the two notice requirements.
1.3(1)(d)	ADA accommodation notice period changed from “forty-eight (48) hours” to “three (3) business days.” Contact information inserted: “Jill Burns, jburns@gmscfl.com, Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, (407) 841-5524” (replacing 407-841-5527). Relay Service adds a second number: “1 (800) 955-8770 or 1 (800) 955-8771.”	This change reflects current industry standards for ADA accommodations.
1.3(1)(d), (e), (f)	Each required notice legend is now prefaced “The following or substantially similar language.”	Provides drafting flexibility; reduces the risk of a technical notice defect.

Rule	Change Made in the Redline	Effect / Notes
1.3(1) — NEW	New requirement added after subsection (f): “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.”	New affirmative website-posting obligation. This is already being done, so there is no new management obligation.
1.3(3)	Agenda availability changed from “seventy-two hours” to “seven days” before the meeting. Extended to cover “any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information” — the phrase “any confidential and” is duplicated in the inserted text. Defines “Meeting Materials” as “the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval,” and provides that including other materials “shall not convert such materials into Meeting Materials.”	Reflects current Florida law requiring the agenda to be posted seven (7) days in advance of a meeting.
1.3(3)	“Good cause” for post-publication agenda changes now defined as including “emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration,” and expressly permits that “additional materials may be added or provided under separate cover at the meeting.”	Preserves operational flexibility notwithstanding the seven-day rule.
1.3(3)	Adds flexibility to the model agenda: “The District may, but is not required to, use the following format, or similar format, in preparing its agenda for its regular meetings.”	Confirms the model agenda is illustrative.
1.3(3) — Sample agenda	“Public comment” added immediately after Roll call. The closing item “Audience questions and comments” is replaced with “Public comment.”	Two public comment periods in the model agenda — one at the opening and one before adjournment.
1.3(6)	Emergency meetings may be convened by the Chairperson (or Vice-Chairperson) “upon consultation with the District Manager and District Counsel, if available.” Website notice is now mandatory — “if it has one” deleted — and must include “the specific reasons for the emergency meeting.”	Adds a consultation prerequisite and an unconditional website-notice obligation.
1.3(7)	Public comment rewritten. Prior rule set aside “a reasonable amount of time” with a discretionary three-minute limit. New rule sets “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,” and adds that “members of the public shall be permitted to provide comment on any proposition before the Board.” Adds: “Policies governing public comment may be adopted by the Board in accordance with Florida law.”	Converts a discretionary limit into a default entitlement, and adds an express right to comment on any proposition before the Board (tracking § 286.0114, <i>Florida Statutes</i>). This is in line with current Florida law and industry standards.
1.3(10)	Retitled “Participation by Teleconference/Videoconference.” District staff may participate remotely as before. Board members may now participate remotely only “if in the good judgment of the Board extraordinary circumstances exist.” Adds a rebuttable presumption: 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.” Examples given: “illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.” The three-physically-present quorum requirement is unchanged.	Creates a new procedural predicate for remote Board participation and voting.

Rule	Change Made in the Redline	Effect / Notes
1.3(11)	Motion/second procedure may now be waived: “Unless such procedure is waived by the Board, approval or disapproval...” Adds “an opportunity for final board discussion” before the vote. Vote standard changed from a majority of members “voting” to members “present.”	Conforms the vote standard to Rule 1.1(1)(c) and permits the Board to dispense with formal motions.
1.3(14) — NEW	New subsection captioned “Security and Fire safety Board Discussions” (lower-case “safety” as inserted): portions of a meeting revealing a security or fire safety system plan made confidential and exempt by § 119.071(3)(a), <i>Florida Statutes</i> are exempt from § 286.011, <i>Florida States</i> and Art. I, § 24(b), <i>Fla. Const.</i> “members of the public shall be required to leave the meeting room during such discussion,” and records of the discussion “shall be maintained as confidential and exempt records.”	Includes provisions relating to closed security sessions in the District’s Rules of Procedure.
Rule 1.4 — Internal Controls to Prevent Fraud, Waste and Abuse (NEW RULE)		
1.4 — NEW RULE	Entirely new rule. Requires the District to “establish and maintain internal controls designed to: Prevent and detect ‘fraud,’ ‘waste’ and ‘abuse’ as those terms are defined in section 11.45(1), <i>Florida Statutes</i> ; Promote and encourage compliance with applicable laws, rules[,] contracts, grant agreements, and best practices; Support economical and efficient operations; Ensure reliability of financial records and reports; [and] Safeguard assets.” Internal controls “shall be adopted and amended by the District in the same manner as District policies.”	Implements the § 218.33(3), <i>Florida Statutes</i> internal-controls mandate.
Rule 2.0 — Rulemaking Proceedings		
2.0(2)(a)	Notice of Rule Development timing restructured. Prior rule: published “at least twenty-nine (29) days prior to the public hearing.” New rule: published “at least seven (7) days before the notice of rulemaking described in Section 2.0(3), <i>infra.</i> , and at least thirty-five (35) days prior to the public hearing on the proposed rule.”	Adds a new interval requirement between the two notices and extends the pre-hearing period from 29 to 35 days. This is reflective of the legislative updates from the 2025 Legislative Session.
2.0(2)(a)	Notice content expanded: must cite “the grant of rulemaking authority for the proposed rule and law being implemented” (was “specific legal authority”) and must “include the proposed rule number.”	Conforms to § 120.54(2)(a), <i>Florida Statutes</i> content requirements. This is reflective of the legislative updates from the 2025 Legislative Session.
2.0(3)(a)	Notice of proposed rule must now also include “the proposed rule number (if applicable)” and “the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action.” The SERC summary must now include “the website address where the complete statement of estimated regulatory costs may be viewed.”	New mandatory notice content. This is reflective of the legislative updates from the 2025 Legislative Session.
2.0(3)(b)	The proposed rule “and any material proposed to be incorporated by reference” must be available for inspection and copying at the time of publication.	Extends the inspection obligation to incorporated materials. This is reflective of the legislative updates from the 2025 Legislative Session.
2.0(3)	Notice must be “mailed, delivered electronically” to persons named in the proposed rule and requesters. Trigger for the 14-day lookback changed from “prior to such mailing” to “prior to publication of the notice.” Duplicative closing sentence deleted.	Permits electronic delivery and fixes the reference date.

Rule	Change Made in the Redline	Effect / Notes
2.0(5)	Deadline for the Board to act on a Petition to Initiate Rulemaking shortened from “sixty (60) calendar days” to “thirty (30) calendar days” following the date of filing.	Shortens the District’s response window. Conforms to § 120.54(7).
2.0(8)	Emergency rule adoption expanded: the Board may adopt an emergency rule if it finds 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.” Notice must now be published “together with the Board’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.” Adoption procedure must “compl[y] with applicable law and these provisions” (adds “applicable law”; deletes “as determined by the District”).	Adds a second authorizing trigger and a new findings-publication requirement; narrows the District’s discretion over what procedure is “fair.”
2.0(7)	Deletes the qualifier on written submissions: “Written statements may be submitted by any person [within a specified period of time] prior to or at the public hearing.”	Revises language to conform with industry standards and Florida law.
2.0(11)(c)	Hearing officer designation expanded to include “other qualified person” (was “other person”). Time periods now expressed as ten (10) and thirty (30) days.	Adds a qualification requirement for non-Board hearing officers.
2.0(11)(f) — NEW	New sentence: “The petitioner and the District shall be adverse parties.”	Clarifies party alignment in a rule challenge.
2.0(12)(d) [old (13)(d)]	Board’s deadline to grant or deny a variance/waiver petition extended from “sixty (60) days” to “ninety (90) days.”	Extends the District’s decision window to 90 days. This conforms with current Florida law.
Old Rule 3.0 — Proceedings Regarding Decisions Determining Substantial Interests (DELETED IN FULL)		
Old 3.0 — DELETED	The entire rule is struck, including: (1) Conduct of Proceedings (the 14-calendar-day written request by a substantially affected person following posting of District action, and the District’s discretionary hearing); (2) Informal Proceeding; (3) Formal Proceeding and hearing-officer powers; (4) Intervenor; and (5) Miscellaneous.	This removal clarifies the process for challenges to District decisions. Any challenge to the District’s rulemaking process is done through Rule 2.0(11) or Rule 3.11.
Old 3.0(5) — DELETED	Also deleted: “After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), F.S., the District shall follow those procedures prescribed in Chapters 73 and 74, F.S.” and “The Board shall modify the provisions herein, whenever necessary to comply with the Administrative Procedures Act, or any amendments to Chapter 190 or other applicable statutes, without need for further Board action.”	The Rules no longer contain any eminent domain procedure reference.
Rule 3.0 — Competitive Purchase (old Rule 4.0)		
3.0(3) — “Continuing Contract”	Project cost ceiling raised from “one million dollars” to “two million dollars (\$2,000,000).” Study-activity fee ceiling raised from “\$50,000” to “two hundred thousand dollars (\$200,000).”	Conforms to the amended § 287.055(2)(g), <i>Florida Statutes</i> thresholds and materially expands the scope of work performable under a continuing contract.
3.0(3) — “Contractual Service”	Exclusions narrowed. Deleted from the list of services that are NOT Contractual Services: “legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, ... health, or academic program” services. Retained/added exclusions: auditing services, Maintenance Services, and Professional Services.	Language revised to conform with current Florida law.

Rule	Change Made in the Redline	Effect / Notes
3.0(3) — “Design Criteria Professional”	Must be “employed by or under contract to the District to provide” the services (was “employed by or under contract to the agency for the providing of”).	Corrects a generic reference.
3.0(3) — “Emergency Purchase”	“delay incident to competitive bidding” changed to “delay incident to competitive purchase.”	Broadens the definition beyond bidding to all competitive purchase methods.
3.0(3) — Solicitation definitions	“Invitation to Bid,” “Invitation to Negotiate” and “Request for Proposals”/“RFP” each changed from a “written solicitation” to a “written or electronically posted solicitation.” “RFP” now formally defined as “Request for Proposals.”	Authorizes electronic posting as a solicitation method.
3.0(3) — “Responsive and Responsible Bidder/Vendor”	Volume-of-work factor qualified: “provided that for a public works project as defined in Section 255.0992, <i>Florida Statutes</i> , 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.” Minority business enterprise factor now tied to “as defined in Section 287.0943, <i>Florida Statutes</i> .”	Revises language to conform with Section 255.0992, <i>Florida Statutes</i> .
Rule 3.1 — Procedure Under the Consultants’ Competitive Negotiations Act (old Rule 4.1)		
3.1(3)	Retitled “Public Announcement.” The prior obligation — “Consultants who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail” — is replaced with: “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.”	Revises language to conform with current industry standards and applicable statutes.
3.1(4)(d)	Notice of rankings may be given by “electronic mail”; “facsimile” deleted. Protest cross-reference updated to Rule 3.11.	Notice-method modernization — made throughout Rules 3.1–3.9.
Rule 3.2 — Procedure Regarding Auditor Selection (old Rule 4.2)		
3.2 — Preamble	New carve-out added: “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.”	Creates a streamlined path for below-threshold audits.
3.2(2)	Committee retitled “Auditor Selection Committee.” Composition changed from “should include at least three individuals, some or all of whom may also serve as members of the District’s Board of Supervisors” to “shall include at least three individuals, at least one of which must also be a member of the Board.” Adds: “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.”	Mandatory composition and a new disqualification. Tracks the 2019 amendments to § 218.391(2), <i>Florida Statutes</i> .

Rule	Change Made in the Redline	Effect / Notes
3.2(3)(b)	Evaluation criteria list: “understanding of scope of work” deleted as an enumerated factor. Remaining factors: ability of personnel; experience; ability to furnish the required services; and such other factors as the Committee determines.	Revises language to be in line with § 218.391, <i>Florida Statutes</i> .
3.2(6)	Committee’s evaluation meeting must now be “publicly noticed at least seven (7) days in advance of the meeting” (was “publicly noticed for a reasonable time in advance”).	Revised notice period. This is already in practice.
3.2(7)(b)	Where compensation was an evaluation factor, 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.”	Adds an escape valve with a documentation requirement. Tracks § 218.391(4)(b), <i>Florida Statutes</i> .
3.2(8)(c)	Audit deadline rewritten. Prior: preliminary draft audit report due “no later than July 1” of the following fiscal year, “unless it is in the best interests of the District to establish a different deadline.” New: “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,” with the flexibility clause deleted.	The language clarifies that the contract with the auditor must contain a date certain for the draft to be submitted to the District. It also requires final submission of the audit by June 30 of the following year in accordance with § 218.39(1), <i>Florida Statutes</i> .
3.2(8)(d)	Maximum contract term changed from “No contract shall continue, or allow the contract to be renewed, for a period of more than three years from the date of its execution” to “The maximum contract period including renewals shall be five (5) years.”	Extends the permissible engagement from three to five years. Reflects industry standard.
3.2(9)	Notice of Award may be given by “electronic mail”; “facsimile” deleted. Protest cross-reference updated to Rule 3.11.	
Rule 3.3 — Purchase of Insurance (old Rule 4.3)		
3.3(2)	Evaluation criteria changed: “the geographic location of the company’s headquarters and offices in relation to the District” replaced with “relevant business presence and capability to service the District’s needs.”	Substitutes a service-capability test for a geographic-proximity test. This is in line with industry standard.
Rule 3.4 — Pre-qualification (old Rule 4.4)		
3.4(2)(j)	Notice of intent to pre-qualify may be given by “electronic mail”; “facsimile” deleted. Protest cross-reference updated to Rule 3.11; construction-services carve-out cross-reference updated to “section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.”	

Rule	Change Made in the Redline	Effect / Notes
3.4(3) — NEW (major addition)	An extensive new section, “Suspension, Revocation, or Denial of Qualification,” is added in full. The District “for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status,” which “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.”	Creates a debarment regime the prior Rules did not contain. Modeled on Fla. Admin. Code R. 14-22 and § 337.16, <i>Florida Statutes</i> .
Rule 3.5 — Construction Contracts, Not Design-Build (old Rule 4.5, Part I)		
3.5(2)(b), (c), (j)	“Facsimile” deleted as a notice method throughout. “Electronic mail” is newly added in (b) and (j); in (c) electronic mail was already permitted and only facsimile is struck. Pre-qualification cross-reference updated to Rule 3.4; protest cross-reference to Rule 3.11.	
3.5(2)(e) — NEW	New eligibility bar inserted: “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.”	A new mandatory five-year disqualification.
3.5(2)(f)	Bid opening rewritten. Prior: “shall be publicly opened at the time and place noted on the Invitation to Bid...” New: “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.”	Converts the bid opening into a noticed public meeting with announcement and minutes requirements. Tracks § 255.0518, <i>Florida Statutes</i> .
3.5(2)(f)	Arithmetic corrections now limited: “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.”	Adds a materiality and fairness constraint on corrections.
3.5(2)(k)	If no Responsive Bid is received, the District may proceed with procurement “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” (replacing “take whatever steps reasonably necessary”).	Requires an affirmative Board determination. Same change made in Rules 3.6, 3.8 and 3.9.
3.5(3)	Piggyback exemption narrowed: purchases under another government’s competitively procured contract are exempt only where that contract “has been competitively procured by such federal, state or local government in a manner consistent with the material procurement requirements of these Rules.”	Adds a comparability condition to the piggyback exemption. Same change made in Rule 3.8(4).

Rule	Change Made in the Redline	Effect / Notes
3.5(5)	Emergency Purchases materially narrowed. New text: available “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 minutes must now record “a detailed description of the basis for the emergency determination.”	Converts an open-ended emergency exception into a three-part test with a documentation requirement.
Rule 3.6 — Construction Contracts, Design-Build (NEW RULE, from old Rule 4.5 Part II)		
3.6(2)(a)	The Design Criteria Professional may be retained “pursuant to Rule 3.1” (was “using Section 3.1, Procedure under Consultants’ Competitive Negotiations Act”).	Cross-reference conformed.
3.6(2)(d)(3) — NEW	Federal labor/employment tax disqualification added in permissive form: “Any contractor that has been found guilty by a court of any violation of federal labor or employment tax 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.”	Mirrors rule 3.5(2)(e).
3.6(2)(d)(4)	Proposal opening: “The proposals shall be publicly opened” replaced with the same noticed-meeting, District-representative, price-announcement and minutes requirements added in Rule 3.5(2)(f).	Converts the bid opening into a noticed public meeting with announcement and minutes requirements. Tracks § 255.0518, <i>Florida Statutes</i> .
3.6(2)(d)(5)	The Board may reject all proposals “if the proposals are too high, or [if] rejection is determined to be in the best interest of the District.”	Adds price as an express ground for rejecting all proposals.
3.6(2)(d)(7)	Notice of rankings may be given by “electronic mail”; “facsimile” deleted. Protest cross-reference updated to Rule 3.11.	
3.6(2)(d)(8)	Negotiation sequence expanded to state expressly the termination standard for the second- and third-ranked firms, and to continue with additional firms “until an agreement is reached or the list of firms is exhausted.”	Clarifies the negotiation waterfall; conforms to Rule 3.1(5).
Rule 3.7 — Payment and Performance Bonds (NEW RULE)		
3.7 — NEW RULE	Entirely new rule. Scope: “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,” construed in addition to any other applicable Rule.	Implements § 255.05, <i>Florida Statutes</i> .
3.7(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.”	Conforms with § 255.05, <i>Florida Statutes</i> .
3.7(3)	Discretionary Bond: for contracts “not exceeding \$200,000,” the Board may exempt the contractor from executing a payment and performance bond.	Tracks the § 255.05(1)(a), <i>Florida Statutes</i> small-contract exemption.

Rule	Change Made in the Redline	Effect / Notes
Rule 3.8 — Goods, Supplies, and Materials (old Rule 4.6)		
3.8(1)	Deletes the qualifier “as adjusted annually pursuant to the methodology adopted by the Florida Department of Management Services” from the CATEGORY FOUR threshold.	The threshold is now simply the amount provided in § 287.017, <i>Florida Statutes</i> for CATEGORY FOUR.
3.8(2)(e) — NEW	New out-of-state bidder requirement: “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.”	A new submission requirement for all out-of-state bidders. Tracks § 287.084(2), <i>Florida Statutes</i> .
3.8(2)(g) — NEW	New reciprocal in-state preference: where the lowest Responsive Bid is from a bidder whose principal place of business is in a foreign state that grants no in-state preference, “the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five percent (5%).” Where the foreign state does grant a preference, the Florida bidder “shall be awarded a preference equal to the preference granted by such foreign state.”	A new award-altering preference. Tracks § 287.084(1), <i>Florida Statutes</i> .
3.8(2)(j)	Notice of intent to award may be given by “electronic mail”; “facsimile” deleted. Protest cross-reference updated to Rule 3.11.	
3.8(5)	Renewal period changed from “a period that may not exceed three (3) years or the term of the original contract, whichever period is longer” to “a maximum period of five (5) years.”	Replaces a variable cap with a flat five-year cap. This may shorten the permissible renewal term for contracts with an original term longer than five years.
Rule 3.9 — Maintenance Services (old Rule 4.7)		
3.9(1)	Deletes “as adjusted annually pursuant to the methodology adopted by the Florida Department of Management Services” from the CATEGORY FOUR threshold.	Parallel to Rule 3.8(1).
3.9(2)(c), (j)	“Facsimile” deleted as a notice method. “Electronic mail” is newly added in (j); in (c) it was already permitted. Protest cross-reference updated to Rule 3.11.	
3.9(4)	Renewal period changed from “a period that may not exceed three (3) years or the term of the original contract, whichever period is longer” to “a maximum period of five (5) years.”	Parallel to Rule 3.8(5).
Rule 3.10 — Contractual Services (old Rule 4.8)		
3.10(1)	Existing text captioned “Exemption from Competitive Purchase.”	No change in substance, but see the Rule 3.0 definitional change: legal, artistic, health and academic program services now fall within “Contractual Services” and therefore within this exemption.
Rule 3.11 — Protests (old Rule 4.9)		

Rule	Change Made in the Redline	Effect / Notes
3.11(1)(a), (b)	The word “calendar” is inserted, so the period reads “seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays).” The parenthetical exclusion was already in the 2010 rule.	Clarifies the unit of measurement; the length of the period is unchanged.
3.11(1)(c)	Protest bond completely rewritten. Prior: “the Board may require” a bond (or cashier’s check or money order) “in the amount equal to 1% of the anticipated contract amount.” New: the bond requirement and amount must be “disclosed in the District’s competitive solicitation documents,” in which case “any person who files a notice of protest must post the protest bond,” and “[t]he 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.”	Revises language to allow staff to set and disclose bond requirements in solicitation materials.
3.11(1)(d)	Business hours defined as “9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.”	Conforms to Rule 1.0(3).
3.11(3)	Notice of an informal proceeding: “facsimile, United States Mail, or hand delivery” replaced with “certified mail, hand delivery, or email with delivery confirmation.” Separately, the Board may now “schedule an informal proceeding” — the words “and conduct” are struck.	Revises language to reflect current industry standards.
3.11(5)	Intervenors must now “fil[e] a motion to intervene within 10 calendar days of the initial protest filing.”	Imposes a filing requirement and deadline where the prior rule required only “appropriate terms.”
3.11(6)	Adds a new ground for rejecting all submittals: where “the Bids, Proposals, Replies, and Responses are too high.”	Price is now an express ground for restarting the solicitation.

SECTION (a)

LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT

REDLINE OF PROPOSED AMENDED AND RESTATED RULES OF PROCEDURE

Exhibit A to Resolution 2026-09 (agenda packet of August 17, 2026), compared against the Rules of Procedure adopted August 27, 2010

For a description of the changes themselves, see the District Counsel's Summary of Substantive Changes.

How to read this document

This document reproduces the proposed Amended and Restated Rules of Procedure (Exhibit A to Resolution 2026-09) and follows its page numbering. The corresponding page of the agenda packet exhibit is identified at the foot of each page, immediately above this document's own page number. Because redline markup adds text, a packet page will sometimes run past one physical sheet; where that happens both sheets carry the same agenda packet page number.

Text struck through in red is language in the current rules that does not appear in the proposed rules. Text underlined in blue is language that is new in the proposed rules. Unmarked black text is substantially unchanged.

Where a provision was rewritten heavily enough that a word-by-word comparison would be unreadable, the current version is shown in full, struck through, immediately followed by the proposed version in full, underlined, under the labels "Current" and "Proposed".

Where language was moved rather than rewritten, it is shown in ordinary black text with a note identifying where it came from in the current rules. This applies to most of proposed Rule 3.6, which is largely the design-build portion of current Rule 4.5.

A paragraph that spans a page break in the agenda packet is shown in full on the page where it begins, rather than being split.

Page references to the current rules are to the printed page numbers of the Rules of Procedure adopted August 27, 2010. Page references to the proposed rules are to the printed page numbers of Exhibit A as it appears in the August 17, 2026 agenda packet.

Where a provision of the current rules is not carried into the same place in the proposed rules, a note says whether it reappears elsewhere. Text that survives elsewhere is shown in grey without strike-through; text with no counterpart anywhere in the proposed rules is struck through in red.

~~deleted from current rules~~ new in proposed rules unchanged

**Chapter 1 of the
RULES OF THE LAKE ASHTON
COMMUNITY DEVELOPMENT
DISTRICT
AMENDED AND RESTATED
RULES OF PROCEDURE
EFFECTIVE AS OF _____**

The table of contents is reproduced as it appears in the proposed rules. Rule numbering changes throughout: current Rules 4.0 through 4.9 become proposed Rules 3.0 through 3.11, and current Rule 3.0 has no counterpart.

**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 ~~(the “District”)~~ (“District”) was created pursuant to the provisions of Chapter ~~190,~~ 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules ~~(the “Rules”)~~ (“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.~~ 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. ~~(2009 throughout)~~

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

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District ~~(the “Board”)~~ (“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 and citizens of the United States, Florida.~~ Supervisors elected or appointed by ~~resident the electors~~ Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the ~~District, District and~~ registered to vote with the ~~Supervisors~~ Supervisor of Elections of the county in which the District is ~~located, located~~ and ~~qualified, 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, 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.

Current (Rule 1.1, p. 3):

- ~~(c) Action taken by the Board shall be upon a majority vote of the members present and voting, unless otherwise provided in the Rules or required by law. A Board member participating in the Board Meeting by phone shall be entitled to vote and take all other action as though physically present (other than making motions; a board member participating by phone may “second” motions, vote, and take all other actions as though physically present).~~

Proposed:

- (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.

Current (Rule 1.1, p. 3):

- ~~(2) Officers. In November of every year, or at the first Board meeting held thereafter, if no meeting is held in November, Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.~~

Proposed:

- (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. ~~Prior to the time a new Chairperson is elected, the Vice-Chairperson shall have authority to perform all acts of the Chairman.~~ The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to sign execute checks, resolutions, and contracts ~~and other documents on behalf of the District, District’s~~ countersigned by the Treasurer, Secretary or other persons authorized by the Board, 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~~ Vice-Chairperson may delegate the responsibility of conducting the meeting to the ~~District~~ District’s Manager (“District Manager”) or District Counsel, in whole or in part.

No counterpart in the proposed rules (current Rule 1.1, p. 3).

- ~~(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 various documents on the District's~~
- (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, but must be a resident of Florida. Board.~~ The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. ~~The An district's employee manager of ("District the Manager") 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)-(\$1,000,000), Assistant or Secretaries have may in be place appointed a fidelity bond, employee theft insurance policy, or a comparable product in at least the discretion amount of one million dollars (\$1,000,000) that names the Board. 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), (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)-(\$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 Vice-Chairperson~~ are absent from a ~~board Board~~ meeting and a quorum is present, the Board may designate one of its members or a member of ~~district District~~ staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, ~~resolutions resolutions,~~ and other documents approved by the Board at such meeting. In the event that the ~~Chairman Chairperson~~ and ~~Vice-Chairman 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 ~~of Supervisors~~ 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~~ 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 and the Florida Department of Community Affairs.~~ located. All meetings of the Board and Committees serving an advisory function shall be open to the public in ~~accord~~ accordance with the provisions of Chapter ~~286, 286 of the~~ Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section ~~112.3143, 112.3143 of the~~ Florida Statutes, so as to ensure the proper disclosure of conflicts of ~~interests~~ 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, 190 of the~~ Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the ~~official's~~ Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business ~~associate~~ associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, ~~son-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.

Current (Rule 1.1, p. 5):

- ~~(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the district, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote. The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.~~

Proposed:

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~~ filing of the ~~written Memorandum 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~~ 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, ~~112.3143~~, Fla. Stat.

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

Corresponds to current Rule 1.2, p. 6 (titled "District Offices; Public Information and Inspection of Records; Policies").

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior ~~24~~twenty-four (24) months and next meeting; ~~and~~
 - (b) Official minutes of meetings, including adopted resolutions of the Board; ~~and~~
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law; ~~and~~
 - (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.

Current (Rule 1.2, p. 6):

~~(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.~~

Proposed:

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 ~~within the meaning of Chapter 119, Florida Statutes, and~~ not otherwise restricted by ~~law, including the "Records of Proceedings";~~ 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. ~~Any~~ 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~~ 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.

No counterpart in the proposed rules (current Rule 1.2, p. 6).

~~(3) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$.15 per page for one-sided copies and \$.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 above 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 \$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~~

No counterpart in the proposed rules (current Rule 1.2, p. 7).

~~duplication charge, a special service fee of \$30 per hour for supervisory assistance, \$20 per hour for clerical assistance, and the actual cost incurred for the use of information technology resources. 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 above special service fees shall apply. If the total fees, including but not limited to special service fees, are anticipated to exceed \$25.00, payment in advance by the person making the public records request is required. These rates shall be increased, without further action of the Board, if applicable statutory rates increase.~~

~~(4)~~ (5) Records Retention. The Secretary of the District shall be responsible for retaining the District’s records in accordance with applicable Florida law.

~~(5)~~ (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: §§ ~~190.006~~, 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) ~~days, but no more than thirty (30) days,~~ 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% ~~or 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-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~~ Section 189.417-189.015 of the Florida ~~Statutes-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-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 ~~forty-eight three (48) (3) hours-business days~~ before the meeting/hearing/workshop by contacting the District Manager at ~~407—Jill 841-5527, 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)-1 955-8770; (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~~ 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~~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.

Current (Rule 1.3, p. 9):

- ~~(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare a notice and an agenda of the meeting/hearing/workshop. The notice and agenda shall be available to the public at least seventy-two hours before the meeting/hearing/workshop except in an emergency. For good cause, the agenda may be changed after it is first made available for distribution. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings. The District may, but is not required to, use the following format in preparing its agenda for its regular meetings: Call to order Roll call Organizational Matters Review of minutes Specific items of old business Specific items of new business Staff reports~~

Proposed:

- (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:

No counterpart in the proposed rules (current Rule 1.3, p. 9).

~~(a) District Counsel~~

~~(b) District Engineer~~

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 ~~Audience Public questions and comments 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 ~~subsections~~ sections (1) and ~~(3), (3) of this Rule,~~ to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if including it the has specific one-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~~ 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.

No counterpart in the proposed rules (current Rule 1.3, p. 10).

- ~~and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.~~
- ~~(7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment. The portion of the meeting reserved for audience comment shall be identified in the agenda. At the Chairperson's discretion, or at the discretion of the Vice-Chairman or Board member appointed pursuant to Rule 1.1(2)(c) above, each person wishing to address the Board may be subject to a three (3) minute time limit for their comments, in the interest of time and fairness to other speakers.~~
- (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.

No counterpart in the proposed rules (current Rule 1.3, p. 10).

~~(10) Participation by Teleconference. District staff and Board members may participate in board meetings by teleconference; provided however, at least three Board members must be physically present at the meeting location to establish a quorum.~~

(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. ~~Approval~~ 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 ~~voting 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~~ The Board identifies on the record at the original meeting a reasonable need for a continuance; ~~and~~
- (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 ~~District's~~ 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 ~~attorneys~~ 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~~ 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~~ reopened, and the Chairperson or ~~Vice-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.

New rule — no counterpart in the current rules.

(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 rules-rule~~ by publication of a ~~notice-Notice~~ of ~~rule-Rule development-Development~~ in a newspaper of general circulation in the District before providing notice of a proposed rule as required by ~~paragraph-section (3)-(3) of this Rule~~. Consequently, the ~~notice-Notice~~ of ~~rule-Rule development-Development~~ shall be published at least ~~twenty-nine-seven (29)-(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-rule~~. The ~~notice-Notice~~ of ~~rule-Rule development-Development~~ shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the ~~specific-grant legal-of rulemaking~~ authority for the proposed ~~rule-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, ~~setting forth-including:~~ a short, plain explanation of the purpose and effect of the proposed ~~action-action, the proposed rule number (if applicable),~~ a reference to the specific rulemaking authority pursuant to which the rule is ~~adopted-and-adopted,~~ a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made ~~specific-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-costs may be viewed,~~ if ~~one-such a statement~~ has been ~~prepared-prepared based-pursuant on-to the factors set forth in section-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 ~~to-~~ the date on which and ~~to-~~ the place where the ~~notice-Notice~~ of ~~rule-Rule development that is-Development~~ required by ~~subsection 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~~ 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.

No counterpart in the proposed rules (current Rule 2.0, p. 13).

~~days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.~~

- (c) The notice shall be ~~mailed~~ mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to ~~such publication mailing, 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~~ amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. ~~Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.~~
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the 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~~ Petitions for to the Initiate initiation of rulemaking ~~Rulemaking~~ proceedings must contain the name, ~~address~~ address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, ~~and shall specify~~ the text of the proposed ~~rule~~ rule, and the facts showing that the petitioner is regulated by the ~~District~~ District or has a substantial interest in the rulemaking. Not later than ~~sixty-thirty (60)~~ (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~~ 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~~ rule. However, this ~~subsection~~ 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, (3) above, 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, 120.541 of the~~ Florida Statutes; and
- (d) The published notice.

No counterpart in the proposed rules (current Rule 2.0, p. 13).

~~(7) Hearing. The District may, upon the written request of any affected person received within 21 days after the date of publication of the notice described in paragraph 3 above,~~

No counterpart in the proposed rules (current Rule 2.0, p. 14).

~~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.~~

~~(a)~~ (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 ~~paragraph section 3 (3) above 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 ~~within a specified period of time~~ 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 ~~exists~~ which requires immediate ~~action~~ 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 ~~as provided long that as such it procedure~~ protects the public interest ~~as determined by the District and otherwise~~ 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) 120.54(2)(d) (d), of the~~ Florida Statutes, except that any notices required under Section ~~120.54(2) 120.54(2)(d) (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.

No counterpart in the proposed rules (current Rule 2.0, p. 14).

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

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

- (c) The petition shall be filed with the District. Within ~~10~~ten (10) days after receiving the petition, the ~~District's~~ Chairperson shall, if the petition complies with the requirements of ~~paragraph subsection (b), (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 ~~30~~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 ~~30~~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.

Relocated from current Rule 3.0, p. 17, with the changes shown.

~~(4)(f) Intervenor.~~ 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.

~~(13)~~ (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-rule~~ to a person who is subject to the ~~Rule-rule~~. A “waiver” means a decision by the District not to apply all or part of a ~~Rule-rule~~ to a person who is subject to the ~~Rule-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-person~~, and when application of ~~a~~ 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-rule~~ from which a variance or waiver is ~~requested~~; requested; (ii) The type of action requested;

No counterpart in the proposed rules (current Rule 2.0, p. 16).

~~(ii) The type of action requested.~~

(iii) The specific facts that would justify a waiver or variance for the ~~petitioner-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.

No counterpart in the proposed rules (current Rule 2.0, p. 16).

~~(d) The District's 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 sixty~~

~~(60)~~ (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.

~~(14)~~ (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 — Proceedings Regarding Decisions Determining Substantial Interests.

Current Rule 3.0 (p. 17) is not carried forward as a standalone rule. Its informal/formal proceeding provisions reappear in proposed Rule 3.11, which applies only to procurement protests. Subsections (1) and (5) below have no counterpart anywhere in the proposed rules.

No counterpart in the proposed rules (current Rule 3.0, p. 17).

~~(1) Conduct of Proceedings. Except as otherwise specifically provided by the Rules, (e.g., protests covered by Section 4.9 herein) a proceeding may be held by the District in response to a written request submitted by a substantially affected person. The written request must be received by the District within fourteen (14) calendar days after the date upon which written notice of District action or decision is posted in the District office (notice and filing dates for Rule 4.9 protests shall be governed by Rule 4.9). Upon timely receipt of such requests from a substantially affected person, the District may but shall not be obligated to schedule a hearing to consider the District action or decision.~~

Not deleted — this provision of current Rule 3.0 (p. 17) reappears in proposed Rule 3.11, p. 64.

- (2) 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 and conduct an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal and policy grounds for its decision.
- (3) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above (if available), the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

- (a) Administer oaths and affirmations;
- (b) Rule upon offers of proof and receive relevant evidence;
- (c) Regulate the course of the hearing, including any pre-hearing matters;

Not deleted — this provision of current Rule 3.0 (p. 17) reappears in proposed Rule 3.11, p. 65.

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

Not deleted — this provision of current Rule 3.0 (p. 17) reappears in proposed Rule 2.0, p. 21.

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

No counterpart in the proposed rules (current Rule 3.0, p. 18).

~~(5) Miscellaneous. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), F.S., the District shall follow those procedures prescribed in Chapters 73 and 74, F.S. The Board shall modify the provisions herein, whenever necessary to comply with the Administrative Procedures Act, or any amendments to Chapter 190 or other applicable statutes, without need for further Board action.~~

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

~~Law Implemented: 190.011(11), Fla. Stat.~~

Rule 3.0 Competitive Purchase.

Corresponds to current Rule 4.0, p. 19 (titled "Competitive Purchases").

- (1) Purpose and Scope. In order to comply with ~~sections~~ Sections 190.033(1) through (3), 287.055 and ~~287.017, 287.017 of the~~ Florida Statutes, the following provisions shall apply to the purchase of ~~professional~~ Professional services, Services, insurance, construction contracts, ~~design-build~~ design- build services, goods, supplies, and materials, ~~contractual~~ Contractual services, 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~~ Section 287.055, 287.055 F.S., of the Florida Statutes, between the District and a ~~firm~~ firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed ~~one-two~~ million ~~dollars,~~ dollars (\$2,000,000), for a study activity when the fee for such ~~professional~~ Professional services Services to the District does not exceed ~~\$50,000, two hundred thousand dollars (\$200,000),~~ or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include ~~legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program auditing~~ services, Maintenance Services, or Professional Services ~~(as as defined in Section 287.055(2)-287.055(2)(a) of the Florida Statutes Statutes, and these Rules)-or maintenance services. 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~~ Chapter 255 of the Florida ~~Statutes~~ Statutes, and ~~Rule Rules 4.5-3.5 or 3.6.~~
 - ~~(e)-A~~ (d) "Design-Build Contract" means a single contract with a ~~Design-Build~~ 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:

Current (Rule 4.0, p. 19):

~~(d) A “Design-Build Firm” means a partnership, corporation or other legal entity that: 1. Is certified under section 489.119 of the Florida Statutes to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or 2. 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~~

Proposed:

(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

~~section-~~(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~~ Statutes, to practice or to offer to practice landscape architecture.

- (f) ~~A~~ “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s ~~request~~ Request for ~~proposal~~ Proposals, or to permit the District to enter into a negotiated ~~Design-Build~~ Design- Build Contract. The Design Criteria Package must specify ~~performance-based~~ 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, ~~storm water~~ stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) ~~A~~ “Design Criteria Professional” means a firm who holds a current certificate of registration under ~~chapter~~ Chapter 481 of the Florida ~~Statutes~~ Statutes, to practice architecture or landscape ~~architecture~~ architecture, or a firm who holds a current certificate as a registered engineer under ~~chapter~~ Chapter 471 of the Florida ~~Statutes~~ Statutes, to practice ~~engineering~~ engineering, and who is employed by or under contract to the ~~agency~~ District ~~for to the providing of~~ provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the ~~design~~ Design ~~criteria~~ Criteria ~~package~~ Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (~~e.g.~~ for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive ~~bidding~~ purchase would be detrimental to the interests of the 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~~ safety, or welfare.

- (i) “Invitation to Bid” is a written or electronically posted solicitation for sealed bids with the title, ~~date~~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.

No counterpart in the proposed rules (current Rule 4.0, p. 20).

~~(k) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has~~

~~(k)~~ (k) “Negotiate” means to conduct legitimate, ~~arms-~~arm’s length discussions and conferences to reach an agreement on a term or price.

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

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

Current (Rule 4.0, p. 21):

~~(i) submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements who has the integrity and reliability to assure good faith performance, (ii) the most responsive to the Request for Proposals, Invitation to Negotiate or Competitive Solicitation as determined by the Board, and (iii) which is for a cost to the District deemed reasonable by the Board.~~

Proposed:

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

No counterpart in the proposed rules (current Rule 4.0, p. 22).

~~materials between the District and any federal, state, regional or local governmental entity or political subdivision of the state.~~

~~(p)~~ (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 ~~bid~~ 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~~criteria as necessary.

Current (Rule 4.0, p. 21):

~~the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply or response that conforms in all material respects to the Request for Proposal, Invitation to Negotiate or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposal, Invitation to Negotiate or Competitive Solicitation, the following: 1. The ability and adequacy of the professional personnel employed by the entity/individual. 2. The past performance of the entity/individual for the District and in other professional employment. 3. The willingness of the entity/individual to meet time and budget requirements. 4. The geographic location of the entity’s/individual’s headquarters or office in relation to the project. 5. The recent, current and projected workloads of the entity/individual. 6. The volume of work previously awarded to the entity/individual. 7. Whether the cost components of the bid or proposal are appropriately balanced. 8. Whether the entity/individual is a certified minority business Enterprise.~~

Proposed:

(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~~ Reply,” and “Responsive Response” ~~means all~~ mean a bid, proposal, ~~reply~~ reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for ~~Proposal,~~ Proposals, Invitations to ~~Negotiate~~ Negotiate, or ~~other Competitive competitive solicitation~~ 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) and 190.033,~~ 190.011(15), Fla. Stat.

Current (Rule 4.0, p. 22):

~~Law Implemented: §§ 190.011(3), 190.033, 287.017 and 287.055, Fla. Stat~~

Proposed:

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

Corresponds to current Rule 4.1, p. 23 (titled "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~~contracts, and ~~providing to provide~~ for protest of actions of the Board under this ~~Rule 4.1. Rule.~~ As used in this ~~Rule Rule, 4.1, "Project"~~ "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, 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:
 - ~~(b)-(a)~~ (a) Hold all required applicable state professional licenses in good ~~standing~~standing;
 - ~~(a)-(b)~~ (b) Hold all required applicable federal licenses in good standing, if ~~any~~any;
 - (c) ~~If the consultant is a corporation, hold~~ Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter ~~607, 607 of the~~ Florida ~~Statutes, Statutes, if the consultant is a corporation; and~~
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Current (Rule 4.1, p. 23):

- ~~(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.~~

Proposed:

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

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

Current (Rule 4.1, p. 24):

- ~~(a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria: 1. The ability and adequacy of the professional personnel employed by each consultant. 2. Whether a consultant is a certified minority business enterprise. 3. Each consultant's past performance. 4. The willingness of each consultant to meet time and budget requirements. 5. The geographic location of each consultant's headquarters, office and personnel in relation to the project. 6. The recent, current and projected workloads of each consultant. 7. The volume of work previously awarded to each consultant by the District.~~

Proposed:

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
- (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, ~~facsimile, electronic mail,~~ or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 4.9.3.11 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 4.9.3.11.

(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~~, 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~~, 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.

- (6)-(7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (7)-(8) Emergency Purchase. The District may make an ~~emergency~~Emergency purchase~~Purchase~~ without complying with these Rules. The fact that an ~~emergency~~Emergency purchase~~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.*Corresponds to current Rule 4.2, p. 26.*

In order to comply with the requirements of ~~section~~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, 473 of the~~ Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the ~~audit-auditor~~ selection committee appointed by the Board as described in ~~Subsection section 4.2(2)-(2)~~ of this Rule.

(2) Establishment of ~~Audit-Auditor Selection~~ Committee. Prior to a public announcement under ~~subsection-section 4.2(4)-(4)~~ of this Rule that Auditing Services are required, the Board shall establish an ~~audit-auditor~~ selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by ~~section-Section~~ 218.39 of the Florida Statutes. The Committee ~~should-shall~~ include at least three individuals, ~~some-at or least all-one~~ of ~~whom-which may-must~~ also ~~serve-be as-a members-member~~ of the ~~District's Board of Supervisors- 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 ~~Subsection section 4.2(4)-(4)~~ of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of ~~audit-Auditing services-Services~~ to be provided by a certified public accounting firm ~~duly-~~licensed under ~~chapter-Chapter~~ 473 of the Florida ~~Statutes 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:

- ~~(ii)~~ (i) Hold all required applicable state professional licenses in good ~~standing~~ standing;
- ~~(i)~~ (ii) Hold all required applicable federal licenses in good standing, if ~~any~~ any;
- (iii) ~~If the proposer is a corporation, hold~~ Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter ~~607, 607 of the~~ Florida ~~Statutes~~ 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 ~~this Rule may be~~ the minimum qualifications as established by the Committee must be submitted with the ~~proposal, if requested by the District~~ 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;

No counterpart in the proposed rules (current Rule 4.2, p. 27).

~~(iii) understanding of scope of work;~~

~~(iv)~~ (iii) ~~ability~~ Ability to furnish the required ~~services~~ services; and

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

Current (Rule 4.2, p. 27):

~~(v) 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.~~

Proposed:

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

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in ~~Subsection section 4.2(3)~~ (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for ~~Proposal~~ Proposals. The Committee shall provide interested firms with a ~~request~~ Request for ~~proposal~~ Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed ~~for at a least reasonable seven time (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 subsection 4.2(3)(b)-(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.

No counterpart in the proposed rules (current Rule 4.2, p. 27).

~~(7) Board Selection of Auditor. Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the~~

No counterpart in the proposed rules (current Rule 4.2, p. 28).

~~second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.~~

- (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;

Current (Rule 4.2, p. 28):

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

Proposed:

(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;

Current (Rule 4.2, p. 28):

~~(d) A provision specifying the contract period, including renewals and conditions under which the contract may be terminated or renewed. No contract shall continue, or allow the contract to be renewed, for a period of more than three years from the date of its execution. A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.~~

Proposed:

(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.

No counterpart in the proposed rules (current Rule 4.2, p. 28).

- ~~(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~~
- (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, ~~faesimile~~ electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule ~~4.9-3.11~~ of the Rules of the District shall constitute a waiver of proceedings under those ~~Rules,"~~ Rules," or wording to that effect. Protests regarding the award of contracts under this ~~Section Rule~~ shall be as provided for in Rule ~~4.9-3.11~~. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

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

Rule 3.3 Purchase of Insurance.*Corresponds to current Rule 4.3, p. 30.*

- (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.
 - ~~(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.~~
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the relevant geographic business location presence of and capability to service the ~~company's District's headquarters and offices in relation to the District, 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-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 ~~4.9~~ 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.

No counterpart in the proposed rules (current Rule 4.3, p. 31).

~~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 4.9.~~

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification.*Corresponds to current Rule 4.4, p. 32.*

- (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 Section 255.20 of the Florida Statutes, the Board must advertise the proposed ~~pre-qualification~~ prequalification criteria and procedures and allow at least seven (7) ~~days~~ days’ notice of the public hearing for comments on such ~~prequalification~~ 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 ~~prequalification~~ 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~~ Contractual services, ~~Services~~, maintenance ~~services~~ services, and construction services under ~~\$250,000~~ two hundred fifty thousand dollars (\$250,000). The notice shall allow at least ~~(twenty-one)~~ twenty-one 21 (21) days for submittal of qualifications for construction services estimated to cost over ~~\$250,000~~ two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over ~~\$500,000~~ 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, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Current (Rule 4.4, p. 32):

~~(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:~~
~~1. Hold the required applicable state professional licenses in good standing.~~

Proposed:

(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.

Current (Rule 4.4, p. 33):

~~2. Hold all required applicable federal licenses in good standing, if any. 3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation. 4. Meet any special pre-qualification requirements set forth in the Request for Qualifications. Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.~~

Proposed:

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

- (g) Qualifications shall be presented to the ~~Board of Supervisors,~~ 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 ~~interests~~ interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, ~~facsimile~~ or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule ~~4.9~~ 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~~ pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule ~~4.9;~~ 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 ~~4.4(2)(b)~~ and ~~255.20(1)(b);~~ 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.

Corresponds to current Rule 4.5, p. 34 (titled "Construction Contracts").

No counterpart in the proposed rules (current Rule 4.5, p. 34).

~~I. CONSTRUCTION CONTRACTS (NOT DESIGN-BUILD)~~

- (1) Scope. All contracts for the construction or improvement of any building, ~~structure~~structure, or other public construction works authorized by Chapter ~~190,~~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,~~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,~~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 ~~Proposal,~~Proposals, Invitation to ~~Negotiate~~Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to ~~Negotiate~~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~~replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than ~~\$500,000-five hundred thousand dollars (\$500,000)~~ must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, ~~replies~~replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule ~~4.4~~3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, ~~replies~~replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to ~~Negotiate~~Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to ~~Negotiate~~Negotiate, or Competitive Solicitation shall be sent to the ~~prequalified~~pre-qualified contractors by United States Mail, electronic mail, hand delivery, ~~facsimile~~ or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to ~~Negotiate~~Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand ~~delivery or facsimile,~~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:

No counterpart in the proposed rules (current Rule 4.5, p. 35).

~~(e) In order to be eligible to submit a bid, proposal, reply or response, a firm or individual must, at the time of receipt of the bids, proposals, reply or response: 1. Hold the required applicable state professional licenses in good standing. 2. Hold all required applicable federal licenses in good standing, if any. 4. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation. 4. Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposal, Invitation to Negotiate or Competitive Solicitation. Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply or response.~~

No counterpart in the proposed rules (current Rule 4.5, p. 37).

~~H. DESIGN-BUILD CONTRACTS.~~

Not deleted — this provision of current Rule 4.5 (p. 37) reappears in proposed Rule 3.6, p. 49.

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

(2) Procedure.

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

No counterpart in the proposed rules (current Rule 4.5, p. 37).

~~(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in subsection 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 4.1. 1. Qualifications-Based Selection. If the process set forth in Rule 4.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established. 2. Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project.~~

Not deleted — this provision of current Rule 4.5 (p. 37) reappears in proposed Rule 3.6, p. 50.

- (d) 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 \$500,000 must be noticed at least thirty (30) days prior to the date for submittal of proposals.

Not deleted — this provision of current Rule 4.5 (p. 38) reappears in proposed Rule 3.6, p. 50.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award. 3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

Current (Rule 4.5, p. 38):

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

Proposed:

(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, 607 of the~~ Florida Statutes, if the ~~proposer-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.

Current (Rule 4.5, p. 38):

~~(iv) Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package. Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.~~

Proposed:

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-replies,~~ and ~~responses-responses,~~ or the portions of which that include the price, shall be publicly opened at ~~the a time-meeting noticed in accordance with Rule 1.3,~~ and ~~place at noted which on at least one district representative is present.~~ The name of each bidder and the Invitation-price to submitted Bid, in Request-the for bid Proposals, shall Invitation-be to-announced Negotiate-at or-such Competitive-meeting Solicitation-and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, ~~replies-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-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.~~ 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~~ clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for ~~Proposal, Proposals,~~ Invitation to ~~Negotiate-Negotiate,~~ or Competitive Solicitation, the Board shall select the Responsive Proposal, ~~Reply-Reply,~~ or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for ~~Proposal, Proposals,~~ Invitation to ~~Negotiate-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-preparation,~~ and revision of bids, proposals, ~~replies-replies,~~ and responses.
- (h) The Board shall have the right to reject all bids, proposals, ~~replies-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 ~~interests-interest~~ of the District. No contractor shall be entitled to recover any costs of bid, proposal, ~~response-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-replies,~~ or responses, shall be provided in writing to all contractors by United States Mail, ~~electronic mail,~~ hand delivery, ~~facsimile-~~ or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule ~~4.9-3.11~~ 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 ~~4.9-3.11.~~
- (k) If less than three ~~responsive-(3) bids, Responsive proposals, Bids, replies-Proposals, Replies,~~ or ~~responses Responses~~ are received, the District may purchase construction services or may reject the bids, proposals, ~~replies-replies,~~ or responses for a lack of competitiveness. If no ~~responsive-Responsive bid, Bid, proposal, Proposal, reply-Reply,~~ or ~~response-Response~~ is received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

~~(4)~~ (3) Sole Source; Government. Construction ~~Services~~ services that are only available from a single source are exempt from this Rule. Construction ~~Services~~ 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~~ supplies, or ~~materials~~ materials, that are purchased under a federal, ~~state~~ state, or local government contract that has been competitively procured by such federal, ~~state~~ state, or local ~~government~~ government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this ~~rule~~ Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

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

~~(4)~~ (5) Emergency Purchases. The District may make an ~~emergency~~ Emergency purchase ~~Purchase~~ without complying with these ~~rules~~ 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~~ Emergency purchase ~~Purchase~~ has occurred or is ~~necessary~~ 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

Current (Rule 4.5, p. 36):

~~(5) Exceptions. Rule 4.5 is inapplicable when a) the project is undertaken as repair or maintenance of an existing public facility, b) the funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent, c) the District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor, or d) when the District, after public notice, conducts a public meeting under section 286.011 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.~~

Proposed:

(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.

No counterpart in the proposed rules (current Rule 4.5, p. 38).

~~(e) The proposals shall be publicly opened. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.~~

Not deleted — this provision of current Rule 4.5 (p. 38) reappears in proposed Rule 3.6, p. 51.

(f) The Board shall have the right to reject all proposals if rejection is determined to be in the best interests of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Not deleted — this provision of current Rule 4.5 (p. 39) reappears in proposed Rule 3.6, p. 51.

(h) Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 4.9 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 4.9.

Not deleted — this provision of current Rule 4.5 (p. 39) reappears in proposed Rule 3.6, p. 52.

(i) The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards, and shall establish a price which the board determines is fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

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

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

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

Law Implemented: §§ ~~190.033~~, [119.0701](#), [189.053](#), [190.033](#), [255.0518](#), 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

New rule number, but substantially relocated rather than newly drafted — roughly 40% of the provisions below are carried over from elsewhere in the current rules, as noted provision by provision.

Relocated from current Rule 4.5, p. 37 — substantially unchanged.

- (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:

Relocated from current Rule 4.5, p. 37 — substantially unchanged.

(2) Procedure.

Relocated from current Rule 4.5, p. 37, with the changes shown.

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

Relocated from current Rule 4.5, p. 37 — substantially unchanged.

- (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:

Relocated from current Rule 4.5, p. 37, with the changes shown.

- ~~(d) 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 ~~\$500,000~~ five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

Relocated from current Rule 4.5, p. 38, with the changes shown.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand ~~delivery or facsimile, 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:-~~
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.

Relocated from current Rule 4.5, p. 38, with the changes shown.

~~(f)~~ 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 ~~interests~~-interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

Relocated from current Rule 4.5, p. 38, with the changes shown.

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

Relocated from current Rule 4.5, p. 39, with the changes shown.

~~(h)~~ 7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, ~~facsimile~~-electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule ~~4.9.3.11~~ 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 ~~4.9.3.11~~.

Relocated from current Rule 4.5, p. 39, with the changes shown.

~~(+)~~ 8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation ~~standards,~~ standards and shall establish a price which the ~~board~~ Board determines is fair, ~~competitive,~~ competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the ~~board~~ Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. ~~Failing Should accord~~ the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified firm, at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must terminate be negotiations, 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,~~ reached ~~After or~~ the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings list of the firms project 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.

Relocated from current Rule 4.5, p. 39, with the changes shown.

~~(+)~~ 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria ~~Package,~~ 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.

Relocated from current Rule 4.5, p. 39, with the changes shown.

~~(3)~~ (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an ~~emergency~~ Emergency purchase 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.

New rule — no counterpart in the current rules.

- (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.

Corresponds to current Rule 4.6, p. 40 (titled "Goods, Supplies and Materials").

- (1) Purpose and Scope. All purchases of goods, ~~supplies~~supplies, or materials exceeding the amount provided in Section ~~287.017, 287.017 of the~~ Florida Statutes, for CATEGORY FOUR, ~~as adjusted annually pursuant to the methodology adopted by the Florida Department of Management Services,~~ shall be purchased under the terms of this Rule. Contracts for purchases of "goods, ~~supplies~~supplies, and materials" do not include printing, insurance, ~~advertising~~advertising, or legal notices. A contract involving goods, ~~supplies~~supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
- (a) The Board shall cause to be prepared an Invitation to Bid, ~~a~~ Request for Proposals, ~~an~~ Invitation to ~~Negotiate~~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~~Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand ~~delivery or facsimile,~~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~~supplies, and materials, then, at the option of the District, only those persons who have been ~~prequalified~~pre-qualified will be eligible to submit bids, proposals, ~~replies~~replies, or responses.

Current (Rule 4.6, p. 40):

~~(e) In order to be eligible to submit a bid, proposal, reply or response, a firm or individual must, at the time of receipt of the bids, proposals, replies or responses: 1. Hold the required applicable state professional licenses in good standing. 2. Hold all required applicable federal licenses in good standing, if any. 3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation.~~

Proposed:

(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.

Current (Rule 4.6, p. 41):

- ~~4. Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation. Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply or response.~~

Proposed:

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

Current (Rule 4.6, p. 41):

~~(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposal, Invitation to Negotiate or Competitive 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.~~

Proposed:

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~~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 ~~interests~~interest of the District. No ~~Vendor~~vendor shall be entitled to recover any costs of bid, proposal, ~~reply~~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~~replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, ~~facsimile~~ or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 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.

No counterpart in the proposed rules (current Rule 4.6, p. 41).

~~Rule 4.9 of the Rules of the District shall constitute a waiver of proceedings under those~~

No counterpart in the proposed rules (current Rule 4.6, p. 42).

~~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 4.9.~~

- (k) If less than three ~~bids~~, ~~(3) proposals~~, Responsive replies ~~Bids, Proposals, Replies~~, or ~~responses~~ Responses are received, the District may purchase goods, ~~supplies~~supplies, or ~~materials~~materials, or may reject the bids, proposals, ~~replies~~replies, or responses for a lack of competitiveness. If no ~~responsive~~ Responsive bid, Bid, ~~proposal~~, Proposal, ~~reply~~ Reply, or ~~response~~ Response is received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the goods, ~~supplies~~supplies, and materials without further competitive selection processes.

- (3) Goods, ~~Supplies~~Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule ~~4.5~~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~~supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, ~~supplies~~supplies, and materials. Such purchase of goods, ~~supplies~~supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, ~~supplies~~supplies, and materials that are only available from a single source are exempt from this Rule. Goods, ~~supplies~~supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, ~~supplies~~supplies, or materials is exempt from this ~~rule~~Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, ~~state~~state, or local government contract that has been competitively procured by such federal, ~~state~~state, or local ~~government~~government in a manner consistent with the material procurement requirements of these Rules.

Current (Rule 4.6, p. 42):

~~(5) Renewal. Contracts for the purchase of goods, supplies and/or materials subject to this Rule 4.6 may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.~~

Proposed:

(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.*Corresponds to current Rule 4.7, p. 43.*

- (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, 287.017 of the~~ Florida Statutes, for CATEGORY ~~FOUR, as adjusted annually pursuant to the methodology adopted by the Florida Department of Management Services. FOUR.~~ A contract involving goods, ~~supplies~~ 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:
- The Board shall cause to be prepared an Invitation to Bid, ~~a~~ Request for Proposals, ~~an~~ Invitation to ~~Negotiate~~ Negotiate, or Competitive Solicitation.
 - 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.
 - The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to ~~Negotiate~~ Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand ~~delivery or facsimile, 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.
 - 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.

Current (Rule 4.7, p. 43):

- ~~(e) In order to be eligible to submit a bid, proposal, reply or response, a firm or individual must, at the time of receipt of the bids, proposals, replies or responses: 1. Hold the required applicable state professional licenses in good standing. 2. Hold all required applicable federal licenses in good standing, if any. 3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation.~~

Proposed:

- (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:
- Hold all required applicable state professional licenses in good standing;
 - 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.

Current (Rule 4.7, p. 44):

- ~~4. Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation. Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply or response.~~

Proposed:

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-replies,~~ and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to ~~Negotiate-Negotiate,~~ or Competitive Solicitation. Bids, proposals, ~~replies-replies,~~ and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for ~~Proposal-Proposals,~~ Invitation to ~~Negotiate-Negotiate,~~ or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, ~~replies-replies,~~ and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified ~~after opening. Bids and proposals may not be modified~~ or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make ~~nonmaterial non-material~~ modifications, ~~clarifications-clarifications,~~ or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for ~~Proposal-Proposals,~~ Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, ~~Reply-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 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 preparation,~~ and revision of bids, proposals, ~~replies-replies,~~ or responses.
- (h) The Board shall have the right to reject all bids, proposals, ~~replies-replies,~~ or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be ~~competitive-competitive,~~ or if rejection is determined to be in the best ~~interests-interest~~ of the District. No Vendor shall be entitled to recover any costs of bid, proposal, ~~reply-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-replies,~~ or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, ~~faesimile-~~, 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.

No counterpart in the proposed rules (current Rule 4.7, p. 44).

~~Rule 4.9 of the Rules of the District shall constitute a waiver of proceedings under those~~

No counterpart in the proposed rules (current Rule 4.7, p. 45).

~~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 4.9.~~

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

Current (Rule 4.7, p. 45):

- ~~(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule 4.7 may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.~~

Proposed:

- (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.
- ~~(5)~~ (6) Emergency Purchases. The District may make an emergency-Emergency purchase-Purchase without complying with these rules. The fact that an ~~emergency-Emergency purchase-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.*Corresponds to current Rule 4.8, p. 46.*

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

Corresponds to current Rule 4.9, p. 47 (titled "Protests With Respect To Proceedings under Rules 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, and 4.7").

Current (Rule 4.9, p. 47):

~~The resolution of any protests with respect to proceedings under Rules 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, and 4.7 shall be in accordance with this Rule 4.9.~~

Proposed:

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~~documentation, or other requirements contained in a Request for Qualifications, Request for ~~Proposal~~Proposals, Invitation to ~~Bid~~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~~Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for ~~Proposal~~Proposals, Invitation to ~~Bid~~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~~Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) ~~above, of this Rule,~~ any firm or person who is affected adversely by a District's ranking or intended award under Rules ~~4.1, 3.1, 4.2, 3.2, 4.3, 3.3, 4.4, 3.4, 4.5, 3.5, 4.6, 3.6, 3.8, or 4.7~~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~~Sundays, and state holidays) after receipt of the notice of the District's ranking or intended ~~award; receipt shall be deemed to have occurred upon delivery of a copy of the notice to the affected firm's or person's address as set forth in their response document (as reflected by an overnight courier's delivery confirmation or similar proof of delivery);~~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~~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.

Current (Rule 4.9, p. 47):

- (c) ~~If disclosed in the District's competitive solicitation documents for a particular purchase under Rules 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, or 4.7, the Board may require any person who files a notice of protest to post a protest bond (or, within the District's sole discretion, a cashier's check or money order) in the amount equal to 1% of the anticipated contract amount that is the subject of the protest. 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~~

Proposed:

- (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.

No counterpart in the proposed rules (current Rule 4.9, p. 48).

~~agreed to by the District and protestor. A protestor's failure to post such a bond, if required, shall constitute a waiver of protestor's rights to protest the District's ranking or intended award, as well as the abandonment of the protest proceedings, and shall automatically terminate the protest proceedings.~~

(d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business ~~hours.~~ 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 ~~the-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 ~~signed.~~ executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board ~~may~~ may, (but-but is not obligated ~~to)-to,~~ schedule ~~and conduct~~ an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via ~~facsimile, certified United-mail, States-hand Mail, delivery,~~ or ~~hand-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-legal,~~ and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided ~~above-for (if-in available),-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.

~~(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) Intervenor. 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 ~~appropriate~~ terms ~~which that~~ shall not unduly delay the proceedings.

No counterpart in the proposed rules (current Rule 4.9, p. 48).

~~(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~~

(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-replies,~~ and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, ~~replies-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.

No counterpart in the proposed rules (current Rule 4.9, p. 49).

~~(8) Miscellaneous. The Board shall modify the provisions herein, whenever necessary to comply with the Administrative Procedures Act, or any amendments to Chapter 190 or other applicable statutes, without need for further Board action.~~

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

Corresponds to current Rule 5.0, p. 50.

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.

No counterpart in the proposed rules (current Rule 5.0, p. 50).

~~These Rules shall be effective as of October 1, 2010.~~

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

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

SECTION C

Lake Ashton CDD

Field Management Report

Completed Items

- Bowling Alley scoring board replaced due to surge from storm.
- Spies Pools replaced the filter cartridge housing to the Spa.
- Plantings along the blvd have been completed by American Heritage Nursery.
- The river rock has been relocated and mulch placed around the plants at the entry off Thompson Nursery Rd.
- Staff has been organizing maintenance storage areas.
- Staff assembled Community Director's desk.
- Staff replaced water-stained ceiling tiles in the Ballroom.

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 has completed replanting the littoral shelf in site 5.
- Yellowstone continues to provide satisfactory landscaping service. A full mulching will be scheduled for the beginning of November.

In Progress

- Bevis Dock Construction has begun pressure washing and sealing the 13 bridges located throughout the east golf course. Also, 44 identified bridge boards will be replaced.
- Staff is in the process of installing the remainder of the street signs.
- Extinguishers are due for inspection this month. Ridge Fire will be onsite the week of September 21st.
- Column cap pressure washing is scheduled pending vendor receiving deposit.
- Fitness Center floor scrubbing and waxing is scheduled the beginning of October. Emails will be sent to residents informing them of the closures for maintenance.
- Stucco repair to the chimney is tentatively scheduled for the week of September 14th.



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





Work Order	01020669	Account	Lake Ashton CDD
Actual Start	8/27/2026 7:45 AM	Contact	Matthew Fisher
		Address	4141 Ashton Club Drive Lake Wales, FL 33859 United States

Appointment Information

Specialist	Treated ponds 9, 12, 17, 19, 20,	Name	Steve Smith
Comments to	29, 35 and canals 1 and 2 for	Specialist State	
Customer	algae, duckweed, lilies,	License	
	shoreline weeds and emergent	Number	
	grasses. Thank you for		
	choosing Solitude.		

Assets Serviced

Work Order Line Item

Asset Name	Status	Product Work Type Name
Lake - ALL	Inspected	

Service Parameters Applied

Work Order Line Item

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

Service Photos



Work Order	01026968	Account	Lake Ashton CDD
Actual Start	9/2/2026 7:45 AM	Contact	Matthew Fisher
		Address	4141 Ashton Club Drive Lake Wales, FL 33859 United States

Appointment Information

Specialist	Treated ponds 10, 13, 15, 22, 30,	Name	Steve Smith
Comments to	31, 32, 33, and 34 for algae,	Specialist State	
Customer	salvinia, duckweed, eelgrass,	License	
	shoreline weeds and emergent	Number	
	grasses. Thank you for		
	choosing Solitude.		

Assets Serviced

Work Order Line Item

Asset Name	Status	Product Work Type Name
Lake - ALL	Inspected	

Service Parameters Applied

Work Order Line Item

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

Service Photos

SECTION D



Lake Ashton Community Development District

COMMUNITY DIRECTOR'S REPORT – September 2026

Administrative

- Follow up from Previous Board Meeting:
 - Counsel provided the License Agreement for restaurant pop-ups/caterers.
 - With board approval, a new Restaurant RFP was published on August 28. Management also sent the RFP to the original four bidders: 3 Roots, Dundee Pizza, Plates on Deck and Tropical Fusion. The deadline for response is 5pm on October 9.
 - Management reviewed planned installation of equipment to automate access at the northwest ballroom door (dressing room) with the security vendor (ASG). In addition to the post mounted reader, the door will need an operator. The board approved a total cost not to exceed \$6,500 earlier this year. The cost for the post-mounted reader is \$1,895. The proposal from Magnum Door Solutions is \$5,216.22. Management requests board approval for the total cost of \$7,111.22.
- AdventHealth has signed a three-year sponsorship renewal. Board ratification is requested.
- Candidate Forums: Two candidate forums are scheduled: Sept 29 (town hall sponsored by Garden Club) and Oct 5 (with moderator).
- Meetings:
 - The next board meeting is 9am, on September 21. The meeting on October 19 will include a public hearing for approval of Amended and Restated District Rules of Procedure.

Clubhouse Maintenance

- Miller's Central Air inspected the ice maker in the restaurant and found the ice storage bin needs to be replaced. The machine is 7 years old, with the average useful life of this brand machine being 10 to 15 years. Cost to replace the bin (\$4,269) or replace the entire machine (\$10,726) are included for board review.
- Brown's Stucco was onsite on September 14 to repair chimney brick veneer on the east side of the clubhouse.
- ASG conducted the first quarterly PM inspection on September 10. The inspection report is included in the board meeting packet, along with two proposals for camera replacement for the bowling alley (\$1,719) and gate repairs (\$5,180). A proposal for a hydraulic gate closure for the east pool gate is pending.

Safety & Security

- Nation Security made a requested staff change on roving patrol. Otherwise, issues are addressed as they arise with good feedback about patrol team received from BOS and residents.
- Draft post orders were provided on August 14, with board review pending.

Lifestyles

- Monday Coffee: With the Labor Day holiday and Board meeting, there are only two Monday Coffee events in September, with the following featured speakers: MOWPolk & Cari / Aging Care Experts (tech for aging in place). October speakers include Freedom Boat, AdventHealth, and Home Instead.
- Activities & Events: Upcoming events include the Fall Festival (Oct. 3) and Trunk or Treat (Oct 31).
- LA Times: September newsletter was available digitally and in print on September 1. The deadline for articles in the LA Times is the 15th of the month.

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
9/21/2026	Replace ice machine bin or entire ice machine in restaurant		Pending board review/approval			
	Clean and wax fitness center floor	\$1,450.00	(9/9/26) Approved proposal and scheduled for 10/6 to 10/8. Fitness room needs to be closed for 24 - 48 hours for wax to cure			
1/26/2026	Northwest/side entrance: relocate card reader to post away from door and add automatic opener	\$6,500.00	(9/1/26) Rec'd proposal from Magnum Door to install operator (\$5,216.22). Requires board to approve total project cost of \$7,111.22. (8/28/26) With no response from Precision, ASG recommended Magnum Door (8/10/26) ASG will work directly with Precision to get information needed to proceed with approved installation. (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. (6/8/26) Precision expects to be onsite 6/12 to assess installation of door opener (4/13/26) Rec'd revised quote for \$2,799.99 to move the amenity card access reader to install the automatic door opener			
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 PAID AS OF 1/13/25: (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						
8/10/2026	Roof repairs needed (east side of clubhouse)	\$1,450.00	(9/14/26) Repair COMPLETE (9/1/26) Approved proposal from Brown's Stucco to repair brick veneer, scheduled for 9/14. (8/20/26) Jurin does not repair veneer, and would not provide provide proposal for roof repairs without interior inspection which he said would be expensive. (8/10/26) Jurin Roofing scheduled for inspection on 8/11			
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				

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
9/21/2026	Waterford paving		Pending board review/approval			
9/21/2026	Turnberry storm drain repairs		Pending board review/approval			
9/21/2026	Bridge repair		Pending board review/approval			
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			
COMPLETED						
8/17/2026	Plants for entrance/boulevard	\$7,425.00	Matt looking at pricing & add 1000 plants	\$7,425.00		\$0.00
8/17/2026	Remove river rock at entrance	\$2,500.00	Matt looking at pricing & add 1000 plants	\$2,500.00		\$0.00
	Paver repairs (C&C Outdoors)	\$1,500.00	Replace/reset loose pavers on walkways around clubhouse.	\$1,500.00		\$0.00
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		
	Clean end caps at entrance		(7/31/26) Complete	\$285.71		
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
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

SECTION 1



Recommendations

Miller's Central Air

www.millerscentralair.com

20 W Interlake Blvd

Lake Placid, FL 33852

FL: CA-C058675

Work: [\(863\) 699-5455](tel:(863)699-5455)

Daniel Rodriguez

Sales

daniel@pricebook.millerscentralair.com

Prepared for

Lake Ashton Clubhouse

4141 Ashton Club Drive

Lake Wales FL 33859

cwells@lakeashtoncdd.com

Mobile: [\(863\) 324-5457](tel:(863)324-5457)

Restaurant Kitchen - Ice Machine options

Prepared

08/17/2026

Effective through

10/16/2026



Miller's Central Air
[\(863\) 467-1545](tel:(863)467-1545)

Expires on
10/16/2026

Prepared by
Daniel Rodriguez

Prepared for
**Lake Ashton
Clubhouse**

New Hoshizaki ice
machine and bin

New hoshizaki ice
machine bin only

System Price \$10,726
Your Price \$10,726

System Price \$4,269
Your Price \$4,269

Scope of Work for Restaurant Kitchen Proposal

Hoshizaki Ice Machine

Equipment

- Hoshizaki KM-522MAK cube-style ice maker (air-cooled, self-contained, up to 548 lb/24 hrs)
- Hoshizaki B-700SF ice bin (700 lb storage, stainless steel exterior)

Option 1 – Full Replacement (Head + Bin)

- Remove existing ice machine head and bin
- Set new KM-522MAK head and B-700SF bin in place
- Reconnect drainage with new PVC
- Reuse existing high-voltage power connection
- Complete basic installation, start-up, and operational check

Option 2 – Bin Only

- Remove existing ice machine head and set aside
- Remove old bin and install new B-700SF bin
- Reinstall existing head on the new bin
- Start unit and verify proper operation

3 year part warranty on entire machine 1 year labor

5 year parts warranty on compressor , air cooled condenser and evaporator 1 year labor

3 year parts warranty on bin 1 year workmanship warranty

Restaurant Kitchen (option 1/2)

Ice Machine options

Miller's Central Air [\(863\) 467-1545](tel:8634671545)

Pricing

*Your Final Cost is an estimate. Homeowner must file for rebates and credits, and additional conditions may apply. Individual rebates and credits may not apply in your particular case.

System Price	\$10,726
---------------------	-----------------

<u>Your Price</u>	<u>\$10,726</u>
--------------------------	------------------------

Restaurant Kitchen (option 2/2)

Ice Machine options

Miller's Central Air [\(863\) 467-1545](tel:863467-1545)

Pricing

*Your Final Cost is an estimate. Homeowner must file for rebates and credits, and additional conditions may apply. Individual rebates and credits may not apply in your particular case.

System Price	\$4,269
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<u>Your Price</u>	<u>\$4,269</u>
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SECTION 2



Quotation

CGC1504215 / EC13002412 / AAADM170199
6275 42nd Street N., Pinellas Park, FL 33781
877-453-3313

George Oertel 727-804-3001
george@magnumdoorsolutions.com

Date: Sep 1, 2026

Quote #: AAAQ3069

Estimate valid for 30 days from above date

Sold To / Payer:

Lake Ashton Community Development District
4141 Ashton Club Dr
Lake Wales, FL 33859

Denise Plavetzky
dplavetzky@calmfla.com

Ship To / Jobsite Address:

Lake Ashton Community
4141 Ashton Club Dr
Lake Wales, FL 33859

Denise Plavetzky
dplavetzky@calmfla.com

Qty	Description
1	8100 Series Swing Door Operator with Outswing Arm and Clear Anodized RHOS/LHR 39" Header
1	~~ Clear Anodized Finish
2	Panther, 900mhz, 4.75" Square, TEXT & LOGO
1	10RD900 -- RECEIVER 900 Mhz DIGITAL
1	Labor, Travel & Warranty - Installation of Single Swing Door Operator
1	Labor - Connect power to electric box
	<i>Note: We will need an on site visit with our tech from All Systems Go for Proper integration the access control system.</i>

SubTotal \$5,216.22

Sales Tax \$270.50

Total \$5,486.72

Terms Net 30

Exclusions and/or Special Comments:

- * Integration with Access Control / Fire System / other Electronic Hardware
- * Doors, Frames and other Hardware

Acceptance of Proposal

ACCEPTANCE OF PROPOSAL: The above Prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Applicable sales tax is subject to change upon invoicing. If company or job is exempt from sales tax, return fully completed exemption certificate with signed estimate or proposal.

Signature _____ Date _____

I/We understand and agree that the information provided is for the purpose of obtaining merchandise on credit. I/We further understand and agree that all accounts or monies due to Magnum Door Solutions. shall be paid in accordance with the Credit Terms above. Penalties are at a rate of 1.5% per month (18% per year) and will be assessed against all accounts 60 days past due based on a month end aging method. I/We agree to pay all reasonable costs of collection, in addition to any court costs and/or attorney fees incurred.

Created on 09/01/26 09:01:17 by George Oertel

SECTION 3



LAKE ASHTON

Lake Ashton Community Development District

Room Rental Contract

Function Name: Lake Ashton Bingo Date: September 21, 2026

Function Location: Lake Ashton Clubhouse Grand Ballroom
4141 Ashton Club Drive
Lake Wales, FL 33859

Function Contact: Lake Ashton Bingo

The following contract is to be made:

Room Rental of Lake Ashton Grand Ballroom for the game of Bingo from October 1, 2026 thru September 30, 2027, 4 pm to 10 pm, on the following dates:

- Dates will be provided by bingo prior to meeting

Rent will be charged at a rate of **\$350.00 per week**, payable on the 1st Monday of every month. The room rental fee charged under this contract is established by the Lake Ashton Community Development District (the "District") and is set forth in the District's Rule of Procedure.

Lake Ashton Community Development District will not be held responsible for any lost, misplaced, or broken items associated with functions.

Bingo shall be responsible for obtaining and maintaining in good standing, for the entirety of the Room Rental Term, any and all permits or licenses required by any governmental authority, including, but not limited to, the State of Florida.

Acceptance of this Contract: The above price, specifications and conditions are subject to approval by the Lake Ashton Community Development Board of Supervisors. Payment will be made as outlined above.

Lake Ashton Community Development District
Authorized Signature

Lake Ashton Bingo
Authorized Signature

Date

Date

SECTION VI

SECTION A

Lake Ashton
Community Development District
Combined Balance Sheet
August 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	\$ 43,887	\$ -	\$ -	\$ 43,887
Capital Reserve Account	\$ -	\$ -	\$ 24,363	\$ 24,363
Lease Receivable	\$ 39,095	\$ -	\$ -	\$ 39,095
Due from General Fund	\$ -	\$ 22,854	\$ -	\$ 22,854
<u>Investments:</u>				
Investment Pool - State Board of Administration Series 2015	\$ 185,336	\$ -	\$ 1,002,489	\$ 1,187,825
Reserve	\$ -	\$ 170,500	\$ -	\$ 170,500
Revenue	\$ -	\$ 122,621	\$ -	\$ 122,621
Prepayment 2015-1	\$ -	\$ 48,463	\$ -	\$ 48,463
Prepayment 2015-2	\$ -	\$ 6,553	\$ -	\$ 6,553
Total Assets	\$ 268,318	\$ 370,991	\$ 1,026,852	\$ 1,666,161
Liabilities:				
Accounts Payable	\$ 29,633	\$ -	\$ 1,390	\$ 31,023
Due to Debt Service	\$ 22,854	\$ -	\$ -	\$ 22,854
Deposits Ballroom Rentals	\$ 11,110	\$ -	\$ -	\$ 11,110
Deposits-Restaurant	\$ 5,000	\$ -	\$ -	\$ 5,000
Deferred Revenue-Leases	\$ 30,988	\$ -	\$ -	\$ 30,988
Total Liabilities	\$ 99,584	\$ -	\$ 1,390	\$ 100,974
Fund Balance:				
Restricted for:				
Debt Service - Series 2015	\$ -	\$ 370,991	\$ -	\$ 370,991
Assigned for:				
Capital Reserves	\$ -	\$ -	\$ 1,025,462	\$ 1,025,462
Unassigned	\$ 168,734	\$ -	\$ -	\$ 168,734
Total Fund Balances	\$ 168,734	\$ 370,991	\$ 1,025,462	\$ 1,565,187
Total Liabilities & Fund Balance	\$ 268,318	\$ 370,991	\$ 1,026,852	\$ 1,666,161

SECTION B

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

	Adopted Budget	Prorated Budget Thru 08/31/26	Actual Thru 08/31/26	Variance
<u>Revenues</u>				
Interest	\$ 30,000	\$ 27,500	\$ 31,316	\$ 3,816
Total Revenues	\$ 30,000	\$ 27,500	\$ 31,316	\$ 3,816
<u>Expenditures:</u>				
Capital Projects	\$ 312,319	\$ 286,292	\$ -	\$ 286,292
Turnberry Paving	\$ -	\$ -	\$ 157,328	\$ (157,328)
Bridge Board Replacement	\$ -	\$ -	\$ 16,000	\$ (16,000)
Ballroom Flooring	\$ -	\$ -	\$ 55,992	\$ (55,992)
Reserve Study Update	\$ -	\$ -	\$ 2,950	\$ (2,950)
Stormwater Management/Pond Erosion	\$ -	\$ -	\$ 83,735	\$ (83,735)
Street Signs	\$ -	\$ -	\$ 2,890	\$ (2,890)
Contingencies	\$ 223,150	\$ 204,554	\$ -	\$ 204,554
Other Current Charges	\$ 650	\$ 596	\$ 587	\$ 9
Total Expenditures	\$ 536,119	\$ 491,442	\$ 319,482	\$ 171,960
Excess (Deficiency) of Revenues over Expenditures	\$ (506,119)		\$ (288,166)	
<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)		\$ 173,379	
Fund Balance - Beginning	\$ 955,705		\$ 852,083	
Fund Balance - Ending	\$ 911,131		\$ 1,025,462	

SECTION C

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

	Adopted Budget	Prorated Budget Thru 08/31/26	Actual Thru 08/31/26	Variance
Revenues:				
Special Assessments - Levy	\$ 2,336,605	\$ 2,336,605	\$ 2,348,342	\$ 11,737
Rental Income	\$ 40,000	\$ 36,667	\$ 37,525	\$ 858
Entertainment Fees	\$ 165,000	\$ 151,250	\$ 134,058	\$ (17,192)
Newsletter Ad Revenue	\$ 95,000	\$ 87,083	\$ 110,031	\$ 22,948
Interest Income	\$ 15,000	\$ 13,750	\$ 20,141	\$ 6,391
Restaurant Lease Income	\$ 9,000	\$ 8,250	\$ 3,164	\$ (5,086)
Sponsorship - Advent Health	\$ 8,000	\$ 8,000	\$ 8,000	\$ -
Miscellaneous Income	\$ 9,000	\$ 8,250	\$ 16,660	\$ 8,410
Security Credentials	\$ -	\$ -	\$ 5,450	\$ 5,450
Miscellaneous Income-Reimbursed Repairs	\$ -	\$ -	\$ 4,450	\$ 4,450
Total Revenues	\$ 2,677,605	\$ 2,649,855	\$ 2,687,821	\$ 37,966
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 11,000	\$ 6,300	\$ 4,700
FICA Expense	\$ 918	\$ 842	\$ 482	\$ 359
Engineering	\$ 65,000	\$ 59,583	\$ 58,797	\$ 787
Arbitrage	\$ 600	\$ 600	\$ 600	\$ -
Dissemination	\$ 1,545	\$ 1,416	\$ 1,416	\$ -
Dissemination-Amortization Schedules	\$ -	\$ -	\$ 950	\$ (950)
Attorney	\$ 45,000	\$ 41,250	\$ 81,890	\$ (40,640)
Annual Audit	\$ 4,000	\$ 4,000	\$ 3,250	\$ 750
Trustee Fees	\$ 4,434	\$ 4,434	\$ 4,445	\$ (10)
Management Fees	\$ 71,823	\$ 65,838	\$ 65,838	\$ (0)
Management Fees-Beyond Contract	\$ 525	\$ 481	\$ 250	\$ 231
Accounting System Software	\$ 1,030	\$ 944	\$ 944	\$ 0
Postage	\$ 3,500	\$ 3,208	\$ 2,531	\$ 677
Printing & Binding	\$ 500	\$ 458	\$ 635	\$ (176)
Newsletter Printing	\$ 55,000	\$ 50,417	\$ 48,895	\$ 1,522
Marketing	\$ 3,000	\$ 2,750	\$ -	\$ 2,750
Rentals & Leases	\$ 4,000	\$ 3,667	\$ 2,784	\$ 883
Insurance	\$ 90,034	\$ 90,034	\$ 84,008	\$ 6,026
Legal Advertising	\$ 1,500	\$ 1,375	\$ 2,882	\$ (1,507)
Other Current Charges	\$ 750	\$ 688	\$ 1,251	\$ (563)
Property Taxes	\$ 13,500	\$ 12,375	\$ -	\$ 12,375
Office Supplies	\$ 300	\$ 275	\$ 245	\$ 30
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 379,134	\$ 355,810	\$ 368,568	\$ (12,757)

Lake Ashton
Community Development District
General Fund

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

	Adopted Budget	Prorated Budget Thru 08/31/26	Actual Thru 08/31/26	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Field Management Services	\$ 552,842	\$ 506,771	\$ 506,773	\$ (1)
Gate/Patrol/Pool Officers	\$ 384,846	\$ 352,776	\$ 310,193	\$ 42,582
Gate/Patrol/Pool Officers-Special Events	\$ -	\$ -	\$ 5,231	\$ (5,231)
Security/Fire Alarm/Gate Repairs	\$ 9,500	\$ 8,708	\$ 1,732	\$ 6,976
Access Control System	\$ 67,118	\$ 61,525	\$ 33,559	\$ 27,966
Pest Control	\$ 4,690	\$ 4,299	\$ 7,094	\$ (2,795)
Telephone/Internet	\$ 7,000	\$ 6,417	\$ 6,090	\$ 326
Electric	\$ 240,000	\$ 220,000	\$ 222,832	\$ (2,832)
Water	\$ 16,000	\$ 14,667	\$ 9,149	\$ 5,518
Gas-Pool	\$ 25,000	\$ 22,917	\$ 26,744	\$ (3,827)
Refuse	\$ 8,000	\$ 7,333	\$ 8,099	\$ (766)
Repairs and Maintenance-Clubhouse	\$ 85,600	\$ 78,467	\$ 75,133	\$ 3,334
Repairs and Maintenance-Fitness Center	\$ 3,000	\$ 2,750	\$ 1,699	\$ 1,051
Repairs and Maintenance-Bowling Lanes	\$ 17,000	\$ 15,583	\$ 11,447	\$ 4,137
Repairs and Maintenance-Restaurant	\$ 6,000	\$ 5,500	\$ 20,216	\$ (14,716)
Furniture, Fixtures, Equipment	\$ 10,000	\$ 9,167	\$ 12,264	\$ (3,097)
Repairs and Maintenance-Pool	\$ 15,000	\$ 13,750	\$ 28,881	\$ (15,131)
Repairs and Maintenance-Golf Cart	\$ 8,000	\$ 7,333	\$ 4,843	\$ 2,490
Repairs and Maintenance-Reimbursed	\$ -	\$ -	\$ 2,319	\$ (2,319)
Landscape Maintenance-Contract	\$ 194,520	\$ 178,310	\$ 178,310	\$ -
Landscape Maintenance-Improvements	\$ 15,000	\$ 15,000	\$ 54,249	\$ (39,249)
Irrigation Repairs	\$ 8,500	\$ 7,792	\$ 5,355	\$ 2,437
Lake Maintenance-Contract	\$ 56,894	\$ 52,153	\$ 47,030	\$ 5,123
Lake Maintenance-Other	\$ 2,000	\$ 1,833	\$ 2,700	\$ (867)
Wetland/Mitigation Maintenance	\$ 48,099	\$ 44,091	\$ 20,550	\$ 23,541
Permits/Inspections	\$ 3,000	\$ 2,750	\$ 1,396	\$ 1,354
Office Supplies/Printing/Binding	\$ 5,000	\$ 4,583	\$ 2,047	\$ 2,536
Credit Card Processing Fees	\$ 5,500	\$ 5,042	\$ 3,456	\$ 1,586
Dues & Subscriptions	\$ 9,500	\$ 8,708	\$ 9,881	\$ (1,173)
Decorations	\$ 2,500	\$ 2,292	\$ 567	\$ 1,724
Special Events	\$ 165,000	\$ 126,916	\$ 126,916	\$ -
Total Operations & Maintenance	\$ 1,975,109	\$ 1,787,433	\$ 1,746,755	\$ 40,678
Total Expenditures	\$ 2,354,243	\$ 2,143,243	\$ 2,115,322	\$ 27,920
Excess (Deficiency) of Revenues over Expenditures	\$ 323,362		\$ 572,499	
<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)		\$ 110,954	
Fund Balance - Beginning	\$ 138,183		\$ 57,780	
Fund Balance - Ending	\$ -		\$ 168,734	

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

	Adopted Budget	Prorated Budget Thru 08/31/26	Actual Thru 08/31/26	Variance
Revenues:				
Assessments - Tax Roll	\$ 362,500	\$ 362,500	\$ 379,980	\$ 17,480
Assessments - PPMT 2015-1	\$ -	\$ -	\$ 78,114	\$ 78,114
Assessments - PPMT 2015-2	\$ -	\$ -	\$ 6,524	\$ 6,524
Interest Income	\$ 500	\$ 458	\$ 12,602	\$ 12,143
Total Revenues	\$ 363,000	\$ 362,958	\$ 477,220	\$ 114,262
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		\$ 4,595	
Net Change in Fund Balance	\$ 3,250		\$ 4,595	
Fund Balance - Beginning	\$ 117,841		\$ 366,396	
Fund Balance - Ending	\$ 121,091		\$ 370,991	

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	\$ 71,267	\$ -	\$ 21,519	\$ 2,633	\$ (26,836)	\$ -	\$ 2,348,342
Rental Income	\$ 3,700	\$ 5,150	\$ 4,150	\$ 7,725	\$ 2,350	\$ 2,700	\$ 3,450	\$ 2,800	\$ 3,500	\$ -	\$ 2,000	\$ -	\$ 37,525
Entertainment Fees	\$ 6,434	\$ 1,752	\$ 88,931	\$ 2,112	\$ 8,902	\$ 8,398	\$ 3,779	\$ 4,957	\$ 588	\$ 3,797	\$ 4,408	\$ -	\$ 134,058
Newsletter Ad Revenue	\$ 14,983	\$ 4,838	\$ 10,062	\$ 33,533	\$ 4,099	\$ 11,210	\$ 8,504	\$ 9,459	\$ 575	\$ 3,560	\$ 9,210	\$ -	\$ 110,031
Interest Income	\$ 167	\$ 43	\$ 98	\$ 3,816	\$ 3,367	\$ 3,446	\$ 2,735	\$ 2,416	\$ 1,827	\$ 1,377	\$ 848	\$ -	\$ 20,141
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	\$ 2,482	\$ -	\$ 16,660
Security Credentials	\$ 600	\$ 430	\$ 430	\$ 430	\$ 910	\$ 230	\$ 530	\$ 610	\$ 380	\$ 390	\$ 510	\$ -	\$ 5,450
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	\$ 91,909	\$ 21,677	\$ 28,943	\$ 12,925	\$ (7,378)	\$ -	\$ 2,687,821
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 450	\$ 900	\$ 450	\$ 450	\$ 450	\$ 900	\$ 450	\$ 450	\$ 900	\$ 450	\$ 450	\$ -	\$ 6,300
FICA Expense	\$ 34	\$ 69	\$ 34	\$ 34	\$ 34	\$ 69	\$ 34	\$ 34	\$ 69	\$ 34	\$ 34	\$ -	\$ 482
Engineering	\$ 3,645	\$ 3,251	\$ 9,283	\$ 5,122	\$ 9,104	\$ 6,926	\$ 5,525	\$ 3,777	\$ 3,269	\$ 2,785	\$ 6,109	\$ -	\$ 58,797
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Dissemination	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ -	\$ 1,416
Dissemination	\$ 350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 950
Attorney	\$ 5,293	\$ 4,846	\$ 8,714	\$ 13,359	\$ 9,604	\$ 6,362	\$ 6,947	\$ 6,117	\$ 7,857	\$ 7,791	\$ 5,000	\$ -	\$ 81,890
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	\$ 5,985	\$ -	\$ 65,838
Management Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250
Accounting System Software	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ -	\$ 944
Postage	\$ 201	\$ 46	\$ 335	\$ 271	\$ 45	\$ 435	\$ 49	\$ -	\$ 794	\$ 354	\$ 1	\$ -	\$ 2,531
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	\$ 3,817	\$ -	\$ 48,895
Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals & Leases	\$ 145	\$ 145	\$ 385	\$ 145	\$ 145	\$ -	\$ 598	\$ 145	\$ 787	\$ 145	\$ 145	\$ -	\$ 2,784
Insurance	\$ 84,008	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,008
Legal Advertising	\$ -	\$ -	\$ 119	\$ -	\$ 283	\$ -	\$ -	\$ 178	\$ 1,800	\$ 202	\$ 301	\$ -	\$ 2,882
Other Current Charges	\$ 122	\$ 140	\$ 87	\$ -	\$ -	\$ 86	\$ 180	\$ 129	\$ 154	\$ 202	\$ 150	\$ -	\$ 1,251
Office Supplies	\$ 3	\$ 3	\$ 4	\$ 3	\$ 3	\$ 3	\$ 4	\$ -	\$ 221	\$ 4	\$ 0	\$ -	\$ 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	\$ 21,984	\$ 22,208	\$ -	\$ 368,568

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	\$ 46,070	\$ -	\$ 506,773
Gate/Patrol/Pool Officers	\$ 31,427	\$ 30,613	\$ 29,004	\$ 31,538	\$ 25,710	\$ 26,824	\$ 26,824	\$ 34,009	\$ 26,824	\$ 20,597	\$ 26,824	\$ -	\$ 310,193
Gate/Patrol/Pool Officers-Events	\$ -	\$ -	\$ 194	\$ 303	\$ 3,333	\$ -	\$ -	\$ 269	\$ -	\$ 198	\$ 934	\$ -	\$ 5,231
Security/Fire Alarm/Gate Repairs	\$ 162	\$ -	\$ -	\$ -	\$ 454	\$ -	\$ -	\$ 213	\$ -	\$ -	\$ 904	\$ -	\$ 1,732
Access Control System	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,559
Security Credentials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ 449	\$ 250	\$ 250	\$ 395	\$ 250	\$ 1,745	\$ 2,160	\$ 400	\$ 400	\$ 545	\$ 250	\$ -	\$ 7,094
Telephone/Internet	\$ 549	\$ 550	\$ 550	\$ 554	\$ 961	\$ 627	\$ 554	\$ 554	\$ 554	\$ 74	\$ 564	\$ -	\$ 6,090
Electric	\$ 23,450	\$ 17,379	\$ 20,619	\$ 20,226	\$ 22,080	\$ 19,144	\$ 19,623	\$ 19,370	\$ 20,369	\$ 20,773	\$ 19,798	\$ -	\$ 222,832
Water	\$ 703	\$ 813	\$ 603	\$ 1,483	\$ 352	\$ 1,015	\$ 733	\$ 465	\$ 1,287	\$ 874	\$ 820	\$ -	\$ 9,149
Gas-Pool	\$ 565	\$ 870	\$ 724	\$ 1,447	\$ 7,923	\$ 10,412	\$ 1,390	\$ 1,783	\$ 945	\$ 308	\$ 377	\$ -	\$ 26,744
Refuse	\$ 716	\$ 786	\$ 384	\$ 1,088	\$ 278	\$ 965	\$ 786	\$ 920	\$ 1,097	\$ 356	\$ 724	\$ -	\$ 8,099
Repairs and Maintenance-Clubhouse	\$ 4,030	\$ 11,344	\$ 13,485	\$ 3,656	\$ 3,741	\$ 6,355	\$ 10,613	\$ 2,256	\$ 13,303	\$ 1,417	\$ 4,934	\$ -	\$ 75,133
Repairs and Maintenance-Fitness Center	\$ -	\$ 220	\$ -	\$ -	\$ 260	\$ 387	\$ 392	\$ -	\$ -	\$ -	\$ 440	\$ -	\$ 1,699
Repairs and Maintenance-Bowling Lanes	\$ 3,500	\$ -	\$ -	\$ 3,105	\$ -	\$ 1,155	\$ 1,190	\$ -	\$ -	\$ -	\$ 2,497	\$ -	\$ 11,447
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	\$ 1,047	\$ -	\$ 12,264
Repairs and Maintenance-Pool	\$ 2,012	\$ 2,655	\$ 3,767	\$ 2,282	\$ 2,796	\$ 4,024	\$ 2,942	\$ 1,331	\$ 1,981	\$ 1,874	\$ 3,216	\$ -	\$ 28,881
Repairs and Maintenance-Golf Cart	\$ 345	\$ 345	\$ 345	\$ 345	\$ 345	\$ -	\$ 1,194	\$ 372	\$ 690	\$ 345	\$ 517	\$ -	\$ 4,843
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	\$ 16,210	\$ -	\$ 178,310
Landscape Maintenance-Improvements	\$ 417	\$ 4,990	\$ 3,790	\$ -	\$ 3,836	\$ -	\$ -	\$ 1,800	\$ 17,597	\$ 2,895	\$ 18,925	\$ -	\$ 54,249
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	\$ 4,670	\$ -	\$ 47,030
Lake Maintenance-Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350	\$ -	\$ 1,350	\$ -	\$ -	\$ -	\$ 2,700
Wetland/Mitigation Maintenance	\$ 3,000	\$ -	\$ -	\$ -	\$ 4,450	\$ -	\$ -	\$ 8,650	\$ -	\$ -	\$ 4,450	\$ -	\$ 20,550
Permits/Inspections	\$ -	\$ 213	\$ 763	\$ -	\$ -	\$ -	\$ -	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 1,396
Office Supplies/Printing/Binding	\$ 52	\$ 333	\$ 411	\$ 52	\$ 59	\$ 287	\$ -	\$ 170	\$ 305	\$ 268	\$ 110	\$ -	\$ 2,047
Credit Card Processing Fees	\$ 273	\$ 155	\$ 120	\$ 118	\$ 379	\$ 1,004	\$ 426	\$ 391	\$ 149	\$ 335	\$ 107	\$ -	\$ 3,456
Dues & Subscriptions	\$ 31	\$ 239	\$ 1,220	\$ 499	\$ 49	\$ 420	\$ 1,127	\$ 63	\$ 4,537	\$ 1,636	\$ 57	\$ -	\$ 9,881
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	\$ 1,929	\$ -	\$ 126,916
Total Expenditures	\$ 105,426	\$ 161,926	\$ 180,380	\$ 196,838	\$ 226,347	\$ 198,012	\$ 192,342	\$ 168,136	\$ 186,197	\$ 148,383	\$ 178,583	\$ -	\$ 2,115,322
Excess (Deficiency) of Revenues over Expenditures	\$ (76,035)	\$ 422,542	\$ 1,493,866	\$ (74,947)	\$ (226,347)	\$ (138,122)	\$ (100,433)	\$ (146,459)	\$ (157,254)	\$ (135,458)	\$ (185,961)	\$ -	\$ 572,499
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)	\$ (100,433)	\$ (146,459)	\$ (157,254)	\$ (135,458)	\$ (185,961)	\$ -	\$ 110,954

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
--	--	-----------------------

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
9/09/26	00823	8/09/26 0002394	202608 320-57200-46201	NEW PLANTINGS	*	7,425.00	
				AHVD LLC			7,425.00 010348
9/09/26	00695	8/21/26 16744750	202609 320-57200-41000	SERVICE THRU 9/29/2026	*	490.92	
				CHARTER COMMUNICATIONS			490.92 010349
9/09/26	00631	9/01/26 RES19165	202608 310-51300-31100	SERVICE THRU 8/31/2026	*	6,109.27	
				RAYL ENGINEERING & SURVEYING, LLC			6,109.27 010350
9/09/26	00781	8/10/26 12514733	202608 310-51300-48000	NOTICE OF MEETING-8/17/26	*	117.60	
		8/27/26 12580507	202608 310-51300-48000	NOTICE OF JOINT MEETINGS	*	183.02	
				USA TODAY MEDIA CORP			300.62 010351
TOTAL FOR BANK A						196,648.10	

LAKA LAKE ASHTON SHENNING

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
8/31/26	00825	8/14/26 20000461	202608 320-57200-43200	SERVICE THRU 8/11/2026	*	281.47	
				CENTRAL FLORIDA GAS-ACH			281.47 008054
8/31/26	00826	8/08/26 10298981	202608 310-51300-42000	SERVICE THRU 11/27/2026	*	58.65	
				PITNEY BOWES INC.			58.65 008055
8/31/26	00217	7/14/26 06540013	202608 320-57200-43300	SERVICE THRU 8/31/2026	*	353.63	
				REPUBLIC SERVICES #654			353.63 008056
8/31/26	00217	7/31/26 06540013	202607 320-57200-43300	SERVICE THRU 7/31/2026	*	370.21	
				REPUBLIC SERVICES #654			370.21 008057
8/31/26	00217	8/14/26 06540013	202609 320-57200-43300	SERVICE THRU 9/30/2026	*	353.03	
				REPUBLIC SERVICES #654			353.03 008058
8/31/26	00061	8/15/26 AUGUST-2	202608 320-57200-43000	SERVICE THRU 8/7/2026	*	19,798.29	
				TECO-ACH			19,798.29 008059
8/31/26	00664	8/03/26 1928-080	202607 320-57200-54000	CC PURCHASES THRU 8/3/26	*	57.37	
		8/03/26 1928-080	202607 320-57200-54500	CC PURCHASES THRU 8/3/26	*	748.36	
		8/03/26 1928-080	202607 320-57200-49400	CC PURCHASES THRU 8/3/26	*	279.13	
		8/03/26 1928-080	202607 320-57200-52010	CC PURCHASES THRU 8/3/26	*	1,046.72	
				WELLS FARGO-ACH			2,131.58 008060
TOTAL FOR BANK Z						23,346.86	
TOTAL FOR REGISTER						219,994.96	

LAKA LAKE ASHTON SHENNING

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

											\$2,512,482.00 .36300.10100 General Fund 86%	\$406,104.15 025.36300.10000 21A Debt Svc Fund 14%	\$2,918,586.15 Total 100%
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			
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
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
08/13/26	PROP APPRAISER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,729.52	\$ (30,729.52)	\$ (26,836.32)	\$ (3,893.20)	\$ (30,729.52)
											\$ 2,348,341.97	\$ 379,980.13	\$ 2,728,322.10

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

SECTION D

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

September 21, 2026

Date	Check Numbers	Amount
<u>General Fund</u>		
08/13/26	10297-10316	\$83,330.14
08/20/26	10317-10329	\$55,745.11
08/27/26	10330-10335	\$25,330.58
09/03/26	10336-10347	\$17,916.46
09/09/26	10348-10351	\$14,325.81
<u>Auto Pay</u>		
08/31/26	8054-8060	\$23,346.86
General Fund Total		\$219,994.96

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
8/13/26	00739	7/21/26	00171	202607 320-57200-45300	REPIAR POOL LOUNGERS 7/26	*	780.00		
					C AND D MOBILE WELDING AND			780.00	010297
8/13/26	00831	8/03/26	42776119	202608 320-57200-54500	SUPPLIES 08/26	*	47.92		
					CINTAS CORP			47.92	010298
8/13/26	00741	8/05/26	42	202608 320-57200-34000	AMENITY MGMT 08/26	*	46,070.17		
					COMMUNITY ASSOCIATIONS AND			46,070.17	010299
8/13/26	00621	8/06/26	1089324	202608 320-57200-54501	PEST CONTROL 08/26	*	100.00		
		8/06/26	1089325	202608 320-57200-54501	PEST CONTROL 08/26	*	150.00		
					COUNTRY BOY PEST CONTROL			250.00	010300
8/13/26	00466	8/03/26	52370	202608 310-51300-42501	LA TIMES 08/26	*	3,817.00		
					CUSTOMTRADEPRINTING.COM			3,817.00	010301
8/13/26	00834	6/09/26	06092026	202606 320-57200-49400	TRIVIA 06/26	*	75.00		
		6/23/26	06232026	202606 320-57200-49400	TRIVIA 06/26	*	75.00		
		7/14/26	07142026	202607 320-57200-49400	TRIVIA 07/26	*	75.00		
		7/28/26	07282026	202607 320-57200-49400	TRIVIA 07/26	*	75.00		
					STEPHANIE ISZAK			300.00	010302
8/13/26	00850	8/03/26	08032026	202608 320-57200-49400	LATITUDE ADJUSTMNT EVENT	*	750.00		
					JOSIAH CALLIHAN SR			750.00	010303
8/13/26	00361	7/30/26	326923	202607 320-57200-54500	SVCS 07/26	*	190.00		
					MILLER'S CENTRAL AIR, INC.			190.00	010304
8/13/26	00720	8/06/26	27-0826	202608 320-57200-49400	KARAOKE 08/26	*	600.00		
					WAYNE A. MORSE			600.00	010305
8/13/26	00837	8/03/26	103336	202608 320-57200-34501	SECURITY 08/26	*	6,706.00		
					NATION SECURITY SERVICE			6,706.00	010306
					LAKA LAKE ASHTON SHENNING				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
8/13/26	00538	8/01/26 10202	202608 320-57200-54506		*	345.00	
		MAINT 08/26		PERFORMANCE GOLF CARTS			345.00 010307
8/13/26	00753	6/19/26 10225143	202606 320-57200-45300		*	261.99	
		SUPPLIES 06/26					
		6/22/26 10225149	202606 320-57200-45300		*	56.25	
		SUPPLIES 06/26					
		6/26/26 10225159	202606 320-57200-45300		*	22.99	
		SUPPLIES 06/26					
		7/10/26 10225189	202607 320-57200-45300		*	54.25	
		SUPPLIES 07/26		POOL & PATIO CENTER			395.48 010308
8/13/26	00815	8/31/26 IV012658	202608 320-57200-34500		*	212.55	
		MONITORING 08/26		PYE BARKER FIRE & SAFTEY			212.55 010309
8/13/26	00631	8/05/26 RES19-16	202607 310-51300-31100		*	2,784.64	
		SVCS 07/26		RAYL ENGINEERING & SURVEYING, LLC			2,784.64 010310
8/13/26	00830	8/01/26 PS128645	202608 320-53800-46800		*	4,670.00	
		MAINT 08/26					
		8/01/26 PS128646	202608 320-53800-46801		*	4,450.00	
		MAINT 08/26		SOLITUDE LAKE MANAGEMENT			9,120.00 010311
8/13/26	00238	7/23/26 330228	202607 320-57200-45300		*	785.00	
		SVCS 07/26		SPIES POOL, LLC			785.00 010312
8/13/26	00234	7/25/26 60696857	202607 320-57200-51000		*	55.11	
		SUPPLIES 07/26		STAPLES BUSINESS CREDIT			55.11 010313
8/13/26	00430	7/13/26 50394507	202608 310-51300-42502		*	144.90	
		COPIER LEASE 08/26		WELLS FARGO VENDOR FINANCIAL SVCS			144.90 010314
8/13/26	00587	3/31/26 26037	202603 320-57200-54530		*	976.50	
		PINSETTER MAINT 03/26		XS BOWLING SERVICE LLC			976.50 010315
8/13/26	00445	7/31/26 1234688	202607 320-57200-46201		*	285.71	
		LANDSCAPE ENHANCEMNT 7/26					

LAKA LAKE ASHTON SHENNING

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
		7/31/26	1234689 202607 320-57200-46201 LANDSCAPE ENHANCEMNT 7/26		*	3,499.95	
		7/31/26	1234690 202607 320-57200-46201 LANDSCAPE ENHANCEMNT 7/26		*	3,499.95	
		7/31/26	1235463 202607 320-57200-46201 LANDSCAPE ENHANCEMNT 7/26		*	1,714.26	
			YELLOWSTONE LANDSCAPE				8,999.87 010316
8/20/26	00831	7/17/26	42792340 202608 320-57200-54500 SUPPLIES 08/26		*	47.92	
		8/10/26	42784887 202608 320-57200-54500 SUPPLIES 08/26		*	47.92	
			CINTAS CORP				95.84 010317
8/20/26	00768	5/26/26	I4074576 202605 320-57200-54510 MAINT 05/26		*	220.00	
			FITNESS MACHINE TECHNICIANS				220.00 010318
8/20/26	00215	8/01/26	496 202608 310-51300-34000 MGMT FEE 08/26		*	5,985.25	
		8/01/26	496 202608 310-51300-35100 INFO TECH 08/26		*	85.83	
		8/01/26	496 202608 310-51300-31300 DISSEMINATION AGENT SVCS		*	128.75	
		8/01/26	496 202608 310-51300-51000 OFFICE SUPPLIES 08/26		*	.15	
		8/01/26	496 202608 310-51300-42000 POSTAGE 08/26		*	1.32	
			GMS-CENTRAL FLORIDA, LLC				6,201.30 010319
8/20/26	99999	8/20/26	VOID 202608 000-00000-00000 VOID CHECK		C	.00	
			*****INVALID VENDOR NUMBER*****				.00 010320
8/20/26	00098	7/05/26	614406 202607 320-57200-54500 SUPPLIES 07/26		*	19.45	
		7/08/26	7620730 202607 320-57200-54500 SUPPLIES 07/26		*	64.41	
		7/09/26	6252767 202607 320-57200-54500 SUPPLIES 07/26		*	40.18	
		7/09/26	6614721 202607 320-57200-54500 SUPPLIES 07/26		*	69.88	
		7/10/26	5240858 202607 320-57200-54500 SUPPLIES 07/26		*	91.77	
		7/13/26	2621251 202607 320-57200-54500 SUPPLIES 07/26		*	21.56	

LAKA LAKE ASHTON SHENNING

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
		7/13/26 2621292	202607 320-57200-54500		*	52.91	
		SUPPLIES 07/26					
		7/14/26 1610098	202607 320-57200-54500		*	119.51	
		SUPPLIES 07/26					
		7/15/26 421755	202607 320-57200-54500		*	76.93	
		SUPPLIES 07/26					
		7/15/26 610138	202607 320-57200-54500		*	29.96	
		SUPPLIES 07/26					
		7/15/26 621494	202607 320-57200-54500		*	42.23	
		SUPPLIES 07/26					
		7/16/26 9621637	202607 320-57200-54500		*	144.83	
		SUPPLIES 07/26					
		7/21/26 4013021	202607 320-57200-54500		*	7.48	
		SUPPLIES 07/26					
		7/21/26 4622165	202607 320-57200-54500		*	13.13	
		SUPPLIES 07/26					
		7/30/26 5510839	202607 320-57200-54500		*	53.85	
		SUPPLIES 07/26					
				HOME DEPOT CREDIT SERVICES			848.08 010321
8/20/26 00848		8/13/26 15603	202607 310-51300-31500		*	7,791.08	
		SVCS 07/26					
				KILINSKI VAN WYK PLLC			7,791.08 010322
8/20/26 00504		8/17/26 108243	202608 320-57200-34500		*	691.82	
		REPAIR POOL GATE 08/26					
				KINCAID ELECTRICAL SERVICES			691.82 010323
8/20/26 00837		8/10/26 103450	202608 320-57200-34501		*	6,706.00	
		SECURITY GUARD SVCS 08/26					
				NATION SECURITY SERVICE			6,706.00 010324
8/20/26 00538		7/29/26 381625	202607 320-57200-54506		*	172.25	
		MAINT 07/26					
				PERFORMANCE GOLF CARTS			172.25 010325
8/20/26 00814		8/13/26 4652387	202608 300-20700-10200		*	3,893.20	
		LA CDD DEBT 1% ADMIN FEE					
		8/13/26 4652387	202608 700-36300-10000		*	3,893.20	
		LA CDD DEBT 1% ADMIN FEE					
		8/13/26 4652387	202608 700-13100-10000		*	3,893.20-	
		LA CDD DEBT 1% ADMIN FEE					
		8/13/26 4652388	202608 300-36300-10100		*	26,836.32	
		LA CDD MAINT 1% ADMIN FEE					
				POLK COUNTY PROP			30,729.52 010326
				LAKA LAKE ASHTON SHENNING			

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
8/20/26	00815	8/10/26 IV012818	202608 320-57200-54500	FIRE ALARM/BATTERY 08/26	*	374.95	
				PYE BARKER FIRE & SAFTEY			374.95 010327
8/20/26	00402	8/03/26 83011	202609 320-57200-54000	MEMBERSHIP 09/26	*	393.75	
				WINTER HAVEN CHAMBER OF COMMERCE			393.75 010328
8/20/26	00587	8/13/26 26064	202604 320-57200-54530	PINSETTER MAINT 04/26	*	1,520.52	
				XS BOWLING SERVICE LLC			1,520.52 010329
8/27/26	00831	8/24/26 42799930	202608 320-57200-54500	SUPPLIES 08/26	*	56.22	
				CINTAS CORP			56.22 010330
8/27/26	00821	8/14/26 06236757	202608 320-57200-43200	SVCS 08/26	*	95.31	
				GAS SOUTH			95.31 010331
8/27/26	00512	9/01/26 3524246	202609 320-57200-41000	POOL PHONE 09/26	*	73.50	
				KINGS III OF AMERICA, INC.			73.50 010332
8/27/26	00837	8/17/26 103560	202608 320-57200-34500	SECURITY SVCS 08/26	*	6,706.00	
		8/17/26 103560	202608 320-57200-34511	SECURITY SVCS 08/26	*	933.92	
				NATION SECURITY SERVICE			7,639.92 010333
8/27/26	00817	9/01/26 10129567	202609 320-57200-45300	WATER MGMT 09/26	*	1,255.63	
				POOLSURE			1,255.63 010334
8/27/26	00445	8/21/26 1246910	202608 320-57200-46200	LANDSCAPE MAINT 08/26	*	16,210.00	
				YELLOWSTONE LANDSCAPE			16,210.00 010335
9/03/26	00823	8/07/26 0002393	202608 320-57200-46201	SVCS ROCKS/MULCH 08/26	*	2,500.00	
				AHVD LLC			2,500.00 010336
9/03/26	00852	8/31/26 08312026	202608 320-57200-54500	50% DEPOSIT 08/26	*	531.25	
				C&L PRESSURE WASHING SERVICES			531.25 010337
				LAKA LAKE ASHTON SHENNING			

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
9/03/26	00831	5/11/26 42687708	202605 320-57200-54500 SUPPLIES 05/26	CINTAS CORP	*	47.92	47.92 010338
9/03/26	00055	8/17/26 20735-08	202608 320-57200-43100 SVCS 08/26		*	573.62	
		8/17/26 20740-08	202608 320-57200-43100 SVCS 08/26		*	206.39	
		8/17/26 37767-08	202608 320-57200-43100 SVCS 08/26		*	40.27	
				CITY OF LAKE WALES-UTILITIES DEPT			820.28 010339
9/03/26	00466	8/31/26 52464	202609 310-51300-42501 LA TIME 09/26	CUSTOMTRADEPRINTING.COM	*	4,553.00	4,553.00 010340
9/03/26	00768	8/28/26 14074835	202608 320-57200-54510 PREVENTATIVE MAINT 08/26	FITNESS MACHINE TECHNICIANS	*	220.00	220.00 010341
9/03/26	00504	8/26/26 108273	202608 320-57200-54500 POOL GATE CONTROLLER 8/26		*	250.00	
		8/28/26 108290	202608 320-57200-54500 REPLACE CONTRACTOR PUMP		*	330.50	
				KINCAID ELECTRICAL SERVICES			580.50 010342
9/03/26	00837	8/24/26 103668	202608 320-57200-34501 SECURITY 08/26	NATION SECURITY SERVICE	*	6,706.00	6,706.00 010343
9/03/26	00538	9/01/26 10204	202609 320-57200-54506 SVCS/MAINT AGREE 09/26	PERFORMANCE GOLF CARTS	*	345.00	345.00 010344
9/03/26	00849	8/04/26 118604	202608 320-57200-54500 SVCS 08/26	SHENANDOAH GENERAL CONSTRUCTION LLC	*	1,412.50	1,412.50 010345
9/03/26	00234	8/25/26 60723959	202608 320-57200-51000 SUPPLIES 08/26	STAPLES BUSINESS CREDIT	*	55.11	55.11 010346
9/03/26	00430	8/13/26 50398034	202609 310-51300-42502 COPIER LEASE 09/26	WELLS FARGO VENDOR FINANCIAL SVCS	*	144.90	144.90 010347
				LAKA LAKE ASHTON SHENNING			

SECTION VII

SECTION A

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 21st day of September 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:

**Thursday, November 19, 2026 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, February 15, 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, May 20, 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, August 16, 2027 at 11:30 AM at the Lake Ashton Clubhouse Ballroom,
4141 Ashton Club Drive, Lake Wales, Florida
(after Lake Ashton 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 VIII

SECTION A



LAKE ASHTON

Lake Ashton Community
Development District

4141 Ashton Club Drive
Lake Wales, FL 33859
Phone 863.324.5457 | Fax 863.324.5829
dplavetzky@calmfla.com

AdventHealth

Attention: Cynthia Durham

SPONSORSHIP AGREEMENT

DATE August 1, 2026

2027-2029

Sponsorship Agreement

Sponsorship Includes:

- AdventHealth logo and contact information printed on the back of every proximity card printed from January 1, 2027 – December 31, 2029
- One (1) Cinema reservation per month for two (2) hours for the purpose of presenting to residents
- Featured vendor spot at Monday Coffee one (1) Monday per month
- One 4-color, full page ad, per month for 12 months, printed in the LA Times monthly newsletter. This also is distributed via electronic mail to over 2,500 email addresses. For the purpose of this agreement and payments received under the current agreement, the period covered is April 2027 through December 31, 2029.
- One color printed marketing piece provided by AdventHealth will be included in every new resident Welcome Packet during the term of agreement.
- Listed as a Featured Sponsor for the following community events at the Clubhouse, annually from 2027-2029: Car Show, Senior Expo, Volunteer Appreciation Event, Camp Lake Ashton (2) and the Fall Festival (*events conducted and sponsored by LA clubs are not included*).
- AdventHealth will provide 2 biometric screenings at the Clubhouse per year during this agreement.

Total Cost of Sponsorship: \$40,000 with the following installment schedule:

January 1, 2027	\$12,500
January 1, 2028	\$13,750
January 1, 2029	\$13,750

Terms:

- This Sponsorship Agreement is valid from January 1, 2027– December 31, 2029. AdventHealth agrees that after the expiration of this Agreement, or after any early termination of the Agreement by AdventHealth prior to its expiration date, the parties agree that Lake Ashton will cease to print the AdventHealth logo and information on future cards; however, all existing cards may remain in use.
- Any unused Cinema reservations or Monday Coffee vendor spots will be forfeited and cannot be “made up” at any time during this Sponsorship Agreement.

- Monday Coffee vendor spots will be booked one (1) time per month from January 1, 2027 – December 31, 2029. AdventHealth shall provide LACDD at least sixty (60) days' notice prior to booking any Monday Coffee vendor spots.
- Cinema reservations will be booked one (1) time per month from January 1, 2027 – December 31, 2029. AdventHealth shall provide LACDD at least sixty (60) days' notice prior to booking any Cinema reservations.
- AdventHealth may have an opportunity to renew this Sponsorship Agreement with written notice sent to the following address or via email at least ninety (90) days prior to the end date listed above. AdventHealth information will be removed from the design upon termination of the Sponsorship Agreement:

Lake Ashton Community Development District
 4141 Ashton Club Drive
 Lake Wales, FL 33859
 Attn: Denise Plavetzky
dplavetzky@calmfla.com

- LACDD is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes. AdventHealth agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to AdventHealth.
- AdventHealth agrees to indemnify, save harmless and defend LACDD, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which LACDD, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) AdventHealth's (or its agents, employees or subcontractors) breach of any term or provision of this Sponsorship Agreement, or (ii) any negligent or intentional act or omission of AdventHealth, its agents, employees or sub-contractors, related to or in the performance of this Sponsorship Agreement.
- Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between the parties.

I have read and agree to comply with the terms of this Sponsorship Agreement. I understand that AdventHealth is responsible for paying the cost for all services rendered. I am authorized to execute this Sponsorship Agreement and bind AdventHealth.

Business Name: AdventHealth

Business Website: AdventHealthPolkCounty.com Business Telephone: 863-398-4588

Business Electronic Mail: cyndi.durham@adventhealth.com

Authorized Signature: *Cyndi Durham* Date: August 24, 2026

Print Name and Title: Cyndi Durham, Marketing Director

SECTION B

**FOURTH EXTENSION AND AMENDMENT TO THE
LANDSCAPE MAINTENANCE AGREEMENT**

(Lake Ashton Community Development District and Yellowstone Landscape-Southeast, LLC)

THIS FOURTH EXTENSION AND AMENDMENT TO THE LANDSCAPE MAINTENANCE AGREEMENT (the "Extension"), dated October 1, 2025, is made by and between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the "District"), whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, and **YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC**, a Florida limited liability company, (the "Contractor"), whose mailing address is P.O. Box 849, Bunnell, Florida 32110.

WHEREAS, the District and the Contractor are parties to that certain Landscape Maintenance Agreement, dated October 1, 2021, that certain First Extension and Amendment to the Landscape Maintenance Agreement, dated October 1, 2022, that Second Extension and Amendment to the Landscape and Maintenance Agreement, dated October 1, 2023, and that Third Extension and Amendment to the Landscape and Maintenance Agreement, dated October 1, 2024 (collectively the "Agreement"), relating to the provision of landscape maintenance for property owned and/or operated by the District located in Polk County, Florida, as such services are more particularly described therein; and

WHEREAS, the Agreement is currently in full force and effect between the District and Contractor; and

WHEREAS, the District desires to extend the Agreement and have the Contractor provide additional landscaping services under the same terms and conditions as the Agreement and the terms set forth herein; and

WHEREAS, the District and Contractor desire to extend and amend the Agreement to include the terms described in the proposal, attached hereto as **Exhibit "A"** (the Proposal), along with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated by reference as terms.
2. The District and Contractor acknowledge and agree that the Agreement is in full force and effect.
3. That the term of the Agreement shall continue for an additional period of twelve (12) months until September 30, 2026, unless terminated sooner in accordance with the terms of the Agreement. The new termination date of the Agreement shall be September 30, 2026.

4. That in accordance with the terms of the Proposal and this Extension, the District agrees to pay the Contractor a total annual fee of \$194,520.00, paid in monthly payments of \$16,210.00, after the services are completed and have been inspected and approved by the District's authorized representative.
5. That any increase in the Total Fee for Services for future extensions will be delivered to the District no later than ninety (90) days prior to the expiration of the Agreement.
6. Contractor warrants all plantings including but not limited to bushes, plants, trees, grass and other vegetation for one (1) year from the date of installation. During the applicable warranty period, Contractor shall replace, at no additional cost to the District, all materials which are dying, dead, diseased, or otherwise not performing to a commercially reasonable standard. Thirty (30) days before the expiration of any warranted items, Contractor shall submit a report to the District showing the current status of such items and shall coordinate with the District for an on-site review to determine if materials are sufficient.
7. In the event of any conflict between the terms herein and the term(s) in the Proposal, the terms herein shall prevail.
8. This Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.
9. Except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
10. All of the provisions contained herein shall become effective upon the execution of this Extension.

IN WITNESS WHEREOF, the parties hereto have caused this Extension to be executed on their behalf by duly authorized representatives as of the date first set forth above.

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

Attest:

Secretary/Asst. Secretary

By: Brenda VanSickle
Print: Brenda VanSickle
Title: Chairman/Vice-Chairman of the
Board of Supervisors

**YELLOWSTONE LANDSCAPE-
SOUTHEAST, LLC,** a Florida limited
liability company

Joselyn Lopez
Witness

By: Peter Wittman
Print: PETER WITTMAN
Title: BRANCH MANAGER

Paul Newman
Witness

Exhibit “A”

Proposal

[See attached.]

Lake Ashton 2025-2026 Budget

Contractor: Yellowstone Landscape

Property: Lake Ashton CDD

Address 4141 Ashton Club Drive
Lake Wales, FL 33859

Phone (863)-324-5457

Contact Christine Wells

Dates 10/1/2025 through 9/30/2026

	2025 October	2025 November	2025 December	2026 January	2026 February	2026 March	2026 April	2026 May	2026 June	2026 July	2026 August	2026 September	TOTAL
Mowing	\$ 8,807	\$ 8,807	\$ 8,807	\$ 8,807	\$ 8,807	\$ 8,807	\$ 8,807	\$ 8,807	\$ 8,807	\$ 8,807	\$ 8,807	\$ 8,807	\$105,678
Detailing Trimming and Weed Contr	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$ 3,368	\$40,416
Turf Care	\$ 883	\$ 883	\$ 883	\$ 883	\$ 883	\$ 883	\$ 883	\$ 883	\$ 883	\$ 883	\$ 883	\$ 883	\$10,593
Tree and Shrub Care	\$ 366	\$ 366	\$ 366	\$ 366	\$ 366	\$ 366	\$ 366	\$ 366	\$ 366	\$ 366	\$ 366	\$ 366	\$4,388
													\$0
Mulch Only 1x per year 125 Cubic yards per application 1" touch-up application to all beds		\$ 6,695											\$6,695
Annuals													\$0
Palm Pruning Only 1x per year. Second pruning can be proposed separately if needed										\$ 7,469.00			\$7,469
Irrigation Maintenance	\$ 1,607	\$ 1,607	\$ 1,607	\$ 1,607	\$ 1,607	\$ 1,607	\$ 1,607	\$ 1,607	\$ 1,607	\$ 1,607	\$ 1,607	\$ 1,607	\$19,282
TOTAL FEE PER MONTH:	\$15,030	\$21,725	\$15,030	\$15,030	\$15,030	\$15,030	\$15,030	\$15,030	\$15,030	\$22,499	\$15,030	\$15,030	\$194,520
TOTAL Monthly Spread Equally	\$16,210	\$16,210	\$16,210	\$16,210	\$16,210	\$16,210	\$16,210	\$16,210	\$16,210	\$16,210	\$16,210	\$16,210	

Includes palm injections on Date Palms quarterly

Includes fert/chem treatments on turf areas around ponds where identified on map provided to client. Some areas we can't hit around ponds as it's too close to water's edge. Areas we can't do are also identified on maps

Initials _____

SECTION C

September 10, 2026

Lake Ashton Community Development District
Board of Supervisors

We are pleased to confirm our understanding of the services we are to provide Lake Ashton Community Development District, ("the District") for the fiscal year ended September 30, 2026 and with an option for additional annual renewals. This letter serves to renew our agreement and establish the terms and fee for the 2026 audit.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund (general fund, debt service fund, capital projects fund), and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended September 30, 2026. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis
2. Budgetary comparison schedule

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of Lake Ashton Community Development District in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making information available for the drafting of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of DiBartolomeo, McBee, Hartley & Barnes, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jim Hartley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fees for these services are not to exceed \$3,400. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary or if additional Bonds are issued, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Either party may unilaterally terminate this agreement, with or without cause, upon thirty (30) days written notice. Upon any termination of this Agreement, the District will pay all invoices for services rendered prior to the date of the notice of termination but subject to any offsets that the District may have. Pursuant to Section 218.391, Florida Statutes, all invoices for fees or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of this engagement.

We shall take all necessary steps to ensure that the audit is completed in a timely fashion so that the financial reports and audits may be approved by the District's Board of Supervisors within 180 days after the end of the fiscal year under review.

We agree and understand that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agree to cooperate with public record requests made there under. In connection with this Agreement, we agree to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, we will:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor

keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

- e. If auditor has questions regarding the application of Chapter 119, Florida statutes, to its duty to provide public records relating to this agreement, contact the public records custodian at: c/o Governmental Management Services – Central Florida LLC, 5385 North Nob Hill Road, Sunrise, Florida 33351 or recordrequest@gmssfl.com, phone: (954) 721-8681.

Reporting

We will issue a written report upon completion of our audit of Lake Ashton Community Development District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Lake Ashton Community Development District and believe this letter accurately summarizes the terms of our engagement, and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between DiBartolomeo, McBee, Hartley & Barnes and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.

RESPONSE:

This letter correctly sets forth the understanding of Lake Ashton Community Development District.

Signature: _____

Title: _____

Date: _____

SECTION IX

*CLOSED
SECURITY
DISCUSSION*

*Items will be
provided under
separate cover.*