Lake Ashton
Community Development District

Meeting Agenda

September 21, 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
    - B. Attorney
        - I. Presentation of Changes in Amended Rules of Procedure for the District
    - 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)
    - 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
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	Chairperson
Mike Costello	Vice Chairman
Steve Realmuto	Assistant Secretary
Debby Landgrebe	Assistant Secretary
Greg Ulrich	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Savannah Hancock	District Counsel, Kilinski Van Wyk
Garrett Posten	District Engineer, Rayl Engineering
Matt Fisher	Operations Manager
Denise Plavetzky *by Zoom*	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.

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

DLANDGREBE YOY ASSESSMENTS

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.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

SECTION A

09/21/2026
Lake Ashton CDD Meeting
Engineering Report

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

- **Turnberry Area Storm Sewer Repairs**
  - Report Attached
    - Quotes to be provided under separate cover

- **Bridge Repair**
  - Repair to one approach
    - Toole's Tractor - $3,000

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

KEARNEY COMPANIES

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**

ITEM NO.		ESTIMATED QUANTITY	UNIT	BID	TOTAL
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 DENTSITY 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 WIT 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 DENTSITY REQUIREMENTS WILL BE BASED OFF CURRENT FDOT SPECS UNLESS OTHERWISE NOTED ABOVE.

Date: _____

Jamis Simmons
General Asphalt of Lakeland

Accepted By: _____

General Asphalt of Lakeland
4526 Maine Avenue
Lakeland, Florida 33801
Phone (863) 665-4210
Fax (863) 665-4214

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

Services

LAKE ASHTON CDD - WATERFORD DRIVE - MILL & PAVE Estimate

ASPHALT - MILL AND PAVE 1.5" 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.**	3,798 sy	$14.06 / sy	$53,400.00
THERMOPLASTIC STRIPING & RPM'S 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			$2,100.00

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.

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

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	Date	David Prillhart
LAKE ASHTON CDD C/O GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC		H&S Investment Group of Central Florida, LLC dba AAA Top Quality Asphalt
Garrett@raylengineering.com		david@aaatopqualityasphalt.com

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Rayl Engineering & Surveying, LLC shall be without liability to Rayl Engineering & Surveying, LLC.

MILL AND REPAVE
1.5" SP-9.5
(3798 SY)

WATERFORD DR.

NORTH

GRAPHIC SCALE
0 150 200
(IN FEET)
1 inch = 150 ft.

NO.	DATE:

RAYL ENGINEERING & SURVEYING, LLC
810 EAST MAIN STREET OFFICE: (863) 537-7801
BARTOW, FL 33830 www.raylengineering.com
FL EB REG# 28820 © 2026 FL LB REG# 7770

JOB NO. 19-165
DATE: JUNE, 2026
DRAWN BY: XX
CHECKED BY: XX

SHEET TITLE: WATERFORD DR. PAVING MAP

PREPARED FOR: LAKE ASHTON CDD
WATERFORD DR.
LAKE WALES, FL 33859

PROJECT NAME: WATERFORD DR. PAVING

SHEET NUMBER
1 OF 1

- 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.

AAA TOP QUALITY ASPHALT
PO BOX 1546
Winter Haven, Florida 33882
863-521-5454

TUCKER Paving INC.
TOTAL SITE • UTILITIES

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	**Phone:**	(407) 841-5524
	Orlando, FL 32801	**Fax:**	
Project Name:	Lake Ashton Mill And Overlay	**Bid Number:**	26-1033
Project Location:	Winter Haven, FL	**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.

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	Orlando, FL 32801	**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

Lake Ashton Community Development District

Turnberry Area Storm Sewer Assessment

September 11, 2026

Prepared by:

RAYL ENGINEERING & SURVEYING, LLC

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

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 NASSCO/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

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

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.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 date **Accepted by**

SECTION B

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, *Florida Statutes* 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, *Florida Statutes*.
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, *Florida Statutes* 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, *Florida Statutes*). 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), *Florida Statutes* are exempt from § 286.011, *Florida States* and Art. I, § 24(b), *Fla. Const.* "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), *Florida Statutes*; 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), *Florida Statutes* 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), infra., 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), *Florida Statutes* 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) Intervenors; 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), *Florida Statutes* 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, *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." Minority business enterprise factor now tied to "as defined in Section 287.0943, *Florida Statutes*."	Revises language to conform with Section 255.0992, *Florida Statutes.*
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), *Florida Statutes*.

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, *Florida Statutes.*
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), *Florida Statutes*.
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), *Florida Statutes*.
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, *Florida Statutes*.
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, *Florida Statutes*.
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, *Florida Statutes*.
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, *Florida Statutes*.
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, *Florida Statutes.*
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), *Florida Statutes* 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, *Florida Statutes* 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), *Florida Statutes*.
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), *Florida Statutes*.
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 C

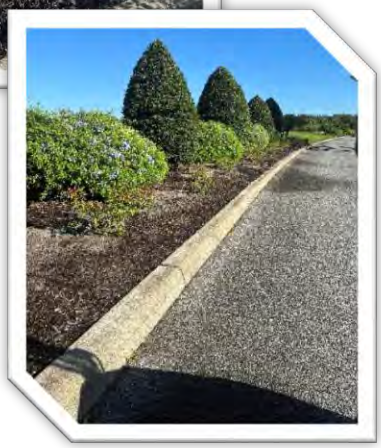
September 21, 2026

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

Dunmore Dr
Conservation Area
canal 1
canal 2
Berwick Dr
flyover
utility easement
Troon Ln
Waterford Dr
Strathmore Dr
Turnberry Ln
Aberdeen Dr
Thompson Nursery Rd
DOTE TRAVEL
Echevarria Travel
Lake Ashton
4141 Ashton Club Dr
Lake Ashton Blvd
Ryan Homes a
East Conservation Area
Sable Loop Dr
Ashton Pines Dr
Ashton Club Dr
Google Earth
Image © 2025 Airbus
2000 ft

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

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

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

- 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 and gate repairs. 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 (front and back page below) on September 1. The deadline for articles in the LA Times is the 15th of the month.

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

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

Restaurant Kitchen - Ice Machine options

Prepared	Effective through
08/17/2026	10/16/2026

Miller's Central Air	Expires on	Prepared by	Prepared for
(863) 467-1545	10/16/2026	**Daniel Rodriguez**	**Lake Ashton Clubhouse**

New Hoshizaki ice machine and bin	New hoshizaki ice machine bin only
System Price $10,726	**System Price** $4,269
Your Price $10,726	**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)

Miller's Central Air (863) 467-1545

Ice Machine options

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**
Your Price	**$10,726**

Restaurant Kitchen (option 2/2)

Miller's Central Air (863) 467-1545

Ice Machine options

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**
Your Price	**$4,269**

SECTION VI

SECTION A

Lake Ashton

Community Development District

Combined Balance Sheet

August 31, 2026

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
Cash:				
Operating Account	$ 43,887	$ -	$ -	$ 43,887
Capital Reserve Account	$ -	$ -	$ 24,363	$ 24,363
Lease Receviable	$ 39,095	$ -	$ -	$ 39,095
Due from General Fund	$ -	$ 22,854	$ -	$ 22,854
Investments:				
Investment Pool - State Board of Administration	$ 185,336	$ -	$ 1,002,489	$ 1,187,825
Series 2015				
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 Liabilites	**$ 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
Revenues				
Interest	$ 30,000	$ 27,500	$ 31,316	$ 3,816
Total Revenues	**$ 30,000**	**$ 27,500**	**$ 31,316**	**$ 3,816**
Expenditures:				
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)**	
Other Financing Sources/(Uses)				
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:				
General & Administrative:				
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
Operations & Maintenance				
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**	
Other Financing Sources/(Uses):				
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-Inurance 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:													
General & Administrative:													
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
Operations & Maintenance													
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 DefinitionRequiremer	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 DATES 08/08/2026 - 09/09/2026 *** LAKE ASHTON CDD - GF
BANK A LAKE ASHTON - GF

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

*** CHECK DATES 08/08/2026 - 09/09/2026 *** LAKE ASHTON CDD - GF
BANK Z LAKE ASHTON - GF ACH

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

TOTAL FOR BANK Z 23,346.86

TOTAL FOR REGISTER 219,994.96

Lake Ashton CDD

Special Assessment Receipts

Fiscal Year Ending September 30, 2026

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*	*$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%*
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)
		$ 2,518,361.39	$ 411,120.74	$ 406,321.62	$ 94,161.30	$ 109,422.97	$ 71,490.10	$ 86,937.95	$ 30,729.52	$ 2,728,322.09	$ 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
General Fund		
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
Auto Pay		
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				*	780.00		
			REPIAR POOL LOUNGERS 7/26										
									C AND D MOBILE WELDING AND			780.00	010297
8/13/26	00831	8/03/26	42776119	202608	320	57200-54500				*	47.92		
			SUPPLIES 08/26										
									CINTAS CORP			47.92	010298
8/13/26	00741	8/05/26	42	202608	320	57200-34000				*	46,070.17		
			AMENITY MGMT 08/26										
									COMMUNITY ASSOCIATIONS AND			46,070.17	010299
8/13/26	00621	8/06/26	1089324	202608	320	57200-54501				*	100.00		
			PEST CONTROL 08/26										
		8/06/26	1089325	202608	320	57200-54501				*	150.00		
			PEST CONTROL 08/26										
									COUNTRY BOY PEST CONTROL			250.00	010300
8/13/26	00466	8/03/26	52370	202608	310	51300-42501				*	3,817.00		
			LA TIMES 08/26										
									CUSTOMTRADEPRINTING.COM			3,817.00	010301
8/13/26	00834	6/09/26	06092026	202606	320	57200-49400				*	75.00		
			TRIVIA 06/26										
		6/23/26	06232026	202606	320	57200-49400				*	75.00		
			TRIVIA 06/26										
		7/14/26	07142026	202607	320	57200-49400				*	75.00		
			TRIVIA 07/26										
		7/28/26	07282026	202607	320	57200-49400				*	75.00		
			TRIVIA 07/26										
									STEPHANIE ISZAK			300.00	010302
8/13/26	00850	8/03/26	08032026	202608	320	57200-49400				*	750.00		
			LATUTUDE ADJUSTMNT EVENT										
									JOSIAH CALLIHAN SR			750.00	010303
8/13/26	00361	7/30/26	326923	202607	320	57200-54500				*	190.00		
			SVCS 07/26										
									MILLER'S CENTRAL AIR, INC.			190.00	010304
8/13/26	00720	8/06/26	27-0826	202608	320	57200-49400				*	600.00		
			KARAOKE 08/26										
									WAYNE A. MORSE			600.00	010305
8/13/26	00837	8/03/26	103336	202608	320	57200-34501				*	6,706.00		
			SECURITY 08/26										
									NATION SECURITY SERVICE			6,706.00	010306

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

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

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

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

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/03/26	00831	5/11/26	42687708 SUPPLIES 05/26	202605	320-57200-54500		*	47.92		
						CINTAS CORP			47.92	010338
9/03/26	00055	8/17/26	20735-08 SVCS 08/26	202608	320-57200-43100		*	573.62		
		8/17/26	20740-08 SVCS 08/26	202608	320-57200-43100		*	206.39		
		8/17/26	37767-08 SVCS 08/26	202608	320-57200-43100		*	40.27		
						CITY OF LAKE WALES-UTILITIES DEPT			820.28	010339
9/03/26	00466	8/31/26	52464 LA TIME 09/26	202609	310-51300-42501		*	4,553.00		
						CUSTOMTRADEPRINTING.COM			4,553.00	010340
9/03/26	00768	8/28/26	I4074835 PREVENTATIVE MAINT 08/26	202608	320-57200-54510		*	220.00		
						FITNESS MACHINE TECHNICIANS			220.00	010341
9/03/26	00504	8/26/26	108273 POOL GATE CONTROLLER 8/26	202608	320-57200-54500		*	250.00		
		8/28/26	108290 REPLACE CONTRACTOR PUMP	202608	320-57200-54500		*	330.50		
						KINCAID ELECTRICAL SERVICES			580.50	010342
9/03/26	00837	8/24/26	103668 SECURITY 08/26	202608	320-57200-34501		*	6,706.00		
						NATION SECURITY SERVICE			6,706.00	010343
9/03/26	00538	9/01/26	10204 SVCS/MAINT AGREE 09/26	202609	320-57200-54506		*	345.00		
						PERFORMANCE GOLF CARTS			345.00	010344
9/03/26	00849	8/04/26	118604 SVCS 08/26	202608	320-57200-54500		*	1,412.50		
						SHENANDOAH GENERAL CONSTRUCTION LLC			1,412.50	010345
9/03/26	00234	8/25/26	60723959 SUPPLIES 08/26	202608	320-57200-51000		*	55.11		
						STAPLES BUSINESS CREDIT			55.11	010346
9/03/26	00430	8/13/26	50398034 COPIER LEASE 09/26	202609	310-51300-42502		*	144.90		
						WELLS FARGO VENDOR FINANCIAL SVCS			144.90	010347

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 DEVLEOPMENT 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

SPONSORSHIP AGREEMENT

Lake Ashton Community Development District

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

DATE August 1, 2026

AdventHealth
Attention: Cynthia Durham

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

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

_____
Witness Josean Lopez

_____
Witness Paul Newman

By: _____
Print: Peter Wittman
Title: Branch Manager

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

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

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**

Summary of substantive differences

Ordered roughly by significance. Page references are to the printed page numbers of each document.

#	Issue	Proposed rules	Current rules	What changes
1	**Officers selected only after elections rather than annually**	Rule 1.1(2), p. 4	Rule 1.1(2), p. 3	The current rule requires the Board to select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer in November of every year. The proposed rule requires selection only at the first Board meeting after each election at which newly elected members take office, which for a five-seat district with staggered terms means roughly every two years rather than annually. Both versions allow the Board to fill a Chairperson or Vice-Chairperson vacancy on resignation or departure from the Board, and both provide that officers serve at the pleasure of the Board, so mid-cycle changes remain possible; neither expressly addresses replacement of the Secretary, Assistant Secretary, or Treasurer. The proposed rule also drops the current provision that, until a new Chairperson is selected, the Vice-Chairperson may perform all acts of the Chairperson.
2	**Rule 3.0 (hearings on decisions determining substantial interests) removed as a standalone rule**	no counterpart; procedures partly carried into Rule 3.11, pp. 63-65	Rule 3.0, pp. 17-18	The informal/formal proceeding machinery, hearing officer powers and intervenor provisions of current Rule 3.0 are substantially carried forward, but only inside proposed Rule 3.11, which by its own terms applies solely to protests arising under the competitive procurement rules (3.1-3.9). Two provisions have no counterpart anywhere in the proposed rules: current Rule 3.0(1) (Conduct of Proceedings), which gives any substantially affected person the right to request a hearing within 14 days after written notice of ANY District action or decision is posted; and current Rule 3.0(5) (Miscellaneous), covering eminent domain procedure under Chapters 73 and 74 and automatic conformity to the Administrative Procedure Act.
3	**Remote participation conditioned, with the condition policed only by those physically present**	Rule 1.3(10), p. 14	Rule 1.3(10), p. 10	The current rule lets staff and Board members participate by teleconference without qualification, subject only to three members being physically present for a quorum. The proposed rule keeps that quorum requirement, adds videoconference, and permits Board member participation only where “extraordinary circumstances” exist in the good judgment of the Board — language drawn from AGO 2003-41, and on two points more permissive than that opinion, since extraordinary circumstances are presumed whenever a member appears remotely and significant schedule conflicts are listed as qualifying. The opinion leaves that determination to the good judgment of the board without addressing how the board is to make it. The presumption may be rebutted by “a majority of the Board members physically present,” a denominator that excludes remote members and gives them no say in their own participation; at the three-member physical minimum, two Supervisors could exclude two remote members even if three of five favored participation.
4	**Contract renewal terms extended**	Rule 3.8(5), p. 58 and Rule 3.9(4), p. 61	Rule 4.6(5), p. 42 and Rule 4.7(4), p. 45	For goods/supplies/materials and for maintenance services, the current cap on renewals is three (3) years or the term of the original contract. The proposed rules change this to a maximum period of five (5) years.
5	**Variance and waiver decision deadline lengthened**	Rule 2.0, p. 22	Rule 2.0, p. 16	The deadline for the Board to grant or deny a petition for variance or waiver and announce the disposition at a public meeting changes from sixty (60) days to ninety (90) days after receipt.
6	**New rule: internal controls to prevent fraud, waste and abuse**	Rule 1.4, p. 16	no counterpart	New rule requiring the District to establish and maintain internal controls designed to prevent and detect fraud, waste and abuse as defined in s. 11.45(1), and to promote compliance. Controls are to be adopted and amended in the same manner as District policies. Implements s.

#	Issue	Proposed rules	Current rules	What changes
				218.33(3).
7	**New rule: payment and performance bonds**	Rule 3.7, p. 54	partial counterpart, Rule 4.5, p. 38	The current rules contain only a discretionary provision that the Board may require bid, performance or other bonds. The proposed rule creates a scoped regime: for contracts for construction of a public building or public work exceeding $200,000 the Board 'should' require a recorded payment and performance bond equal to the contract price; below $200,000 the contractor may be exempted at the Board's discretion.
8	**Design-build provisions moved into their own rule**	Rule 3.6, pp. 49-53	Rule 4.5 (Part II), pp. 37-39	Substantially relocated rather than newly written. Most of proposed Rule 3.6 corresponds closely to the design-build portion of current Rule 4.5; this redline marks that text as relocated rather than as new.
9	**Emergency purchase authority narrowed and conditioned**	Rule 3.5(5), p. 47	Rule 4.5(4), p. 36	The current rule permits an emergency purchase without complying with the rules, with after-the-fact noticing. The proposed rule permits it only where there exists an immediate and serious need, and adds a path requiring a noticed public meeting and a majority finding that the action is in the public's interest.
10	**Auditor selection committee and negotiation sequence restructured**	Rule 3.2(2) and 3.2(8), pp. 32-34	Rule 4.2(2) and 4.2(8), pp. 26-28	The 'audit committee' is renamed the 'auditor selection committee', and the negotiation procedure is rewritten around whether compensation was used as an evaluation factor, replacing the current three-top-ranked-firms negotiation sequence.
11	**Intervention in protest proceedings now time-barred**	Rule 3.11(5), p. 65	Rule 4.9(5), p. 48	The current rule allows substantially affected persons to join proceedings as intervenors on appropriate terms. The proposed rule requires a motion to intervene filed within 10 calendar days of the initial protest filing.
12	**Agenda preparation and standing agenda order changed**	Rule 1.3(3), p. 12	Rule 1.3(3), p. 9	The District Manager currently prepares 'a notice and an agenda'; the proposed rule refers only to preparing an agenda. The standing agenda order is also restructured, including moving public comment earlier and adding an 'organizational matters' item.
13	**Board authorization and voting language revised**	Rule 1.3(11), p. 12	Rule 1.3(11), p. 11	The proposed rule permits the Board to waive the motion/second/vote procedure and adds an express 'opportunity for final board discussion' before the vote. The vote threshold reference changes from a majority of members 'voting' to a majority of members 'present'; the latter is already the statutory default under s. 190.006(5), which allows a district rule to require only a greater number, so this appears to be a conforming change rather than a substantive increase.
14	**New exemption for security and fire safety discussions**	Rule 1.3(14), p. 12	no counterpart	New provision treating portions of a meeting that would reveal a security or fire safety system plan as exempt from public meeting requirements under s. 119.071(3)(a) and s. 286.011, with related recordkeeping.
15	**New public records and financial disclosure obligations referenced**	Rule 1.2, pp. 8-10	Rule 1.2, pp. 7-8	The rule title expands to cover service contract requirements and financial disclosure coordination, and the implementing citations add ss. 112.31446(3), 112.3145(8)(a)1. and 119.0701, which concern electronic filing of Form 1 disclosures and public records obligations of contractors.

Questions for District Counsel

1. Loss of a general administrative hearing right

Proposed rules generally; cf. current Rule 3.0(1), p. 17

Current Rule 3.0(1) allows any substantially affected person to request a proceeding within 14 days after written notice of any District action or decision is posted. In the proposed rules the surviving hearing procedures sit inside Rule 3.11, which is expressly limited to protests under the procurement rules. Is the removal of a general right to request a hearing on non-procurement District decisions intended? If so, what process is a substantially affected person expected to use, and does the District face any exposure under Chapter 120 or due process principles by removing it?

2. Eminent domain and APA conformity provisions

cf. current Rule 3.0(5), p. 18

Current Rule 3.0(5) directs the District to follow Chapters 73 and 74 when exercising eminent domain and provides for automatic conformity of the rules to the Administrative Procedure Act and Chapter 190 amendments. Neither appears in the proposed rules. Was the omission deliberate, and is the District relying on the statutes directly?

3. Frequency of officer selection

Proposed Rule 1.1(2), pp. 4-6; cf. current Rule 1.1(2), pp. 3-4

The proposed rule ends annual officer selection and ties selection to election cycles. Is that the intended effect, and does anything in s. 190.006 or the District's practice require an annual organizational meeting? Does each officer serving at the pleasure of the Board mean the Board may replace any officer at any time between elections? If the Secretary or the Treasurer resigns between elections, is the Board required to fill that office before the next scheduled selection, given the Treasurer's duties under s. 190.007(2) and (3) and the bonding requirements applicable to both offices? Separately, the proposed rule drops the current provision that the Vice-Chairperson may perform all acts of the Chairperson until a new Chairperson is selected. Is that authority preserved elsewhere?

4. 'Should' versus 'shall' in the bond requirement

Proposed Rule 3.7(2), p. 54

The proposed rule states that for qualifying contracts over $200,000 the Board 'should' require a payment and performance bond. Section 255.05 is generally mandatory for contracts for public work. Is the permissive 'should' intended, and does it create risk that the District becomes liable to unpaid subcontractors where no bond was recorded?

5. Five-year renewal terms

Proposed Rules 3.8(5), p. 58 and 3.9(4), p. 61; cf. current Rules 4.6(5), p. 42 and 4.7(4), p. 45

Renewal caps move from three years (or the original term) to a flat five years. Is a five-year renewal consistent with s. 190.033 and with the District's competitive procurement obligations, and does the removal of the 'or the term of the original contract' limit permit a renewal longer than the original contract?

6. Meaning of “present” for the vote threshold

Proposed Rule 1.3(11), p. 12; cf. current Rule 1.3(11), p. 11; s. 190.006(5), Fla. Stat.

Section 190.006(5) already provides that action taken by the district shall be upon a vote of a majority of the members present, and permits a rule of the district to require only a greater number. The proposed language therefore appears to conform the rule to the statutory default rather than to change the operative threshold, and the current “majority of the members voting” formulation appears to set a lower threshold than the statute allows. Assuming that is right, the remaining question is one of definition: neither the statute nor the proposed rule defines “present” for vote-threshold purposes. Proposed Rule 1.1(1)(b) provides that a member counts toward a quorum if physically present regardless of whether the member is prohibited from or abstains from voting, but it speaks only to quorum. Should the rule define “present” expressly, and if so, should it be measured at the time of the vote on the particular item rather than for the meeting as a whole?

7. Who decides whether extraordinary circumstances exist

Proposed Rule 1.3(10), p. 14; cf. current Rule 1.3(10), p. 10; AGO 2003-41; s. 190.006(5), Fla. Stat.

AGO 2003-41 permits an absent member to participate remotely only in extraordinary circumstances and where a quorum is physically present, and leaves that judgment to the “good judgment of the board” without specifying how the board is to make it. The proposed rule lets a majority of the Board members physically present rebut the presumption, excluding remote members from the denominator and from any vote on their own participation. Should the determination be made by the Board as a whole, on the majority-of-members-present standard that s. 190.006(5) applies to Board action generally?

8. Waiver of the motion and second procedure

Proposed Rule 1.3(11), p. 12

The proposed rule permits the Board to waive the motion, second and vote procedure for an agenda item. What is the intended scope of that waiver, how is a waiver itself effected, and how is the record of Board action preserved for minutes and for public records purposes when the procedure is waived?

9. Emergency purchase findings

Proposed Rule 3.5(5), p. 47; cf. current Rule 4.5(4), p. 36

The proposed rule conditions emergency purchases on an immediate and serious need and, in one path, on a noticed public meeting and majority finding. In a genuine emergency the District may not be able to notice a meeting. Which conditions are prerequisites versus alternatives, and what is the ratification path if action must be taken before a meeting can be noticed?

10. Ten-day bar on intervention

Proposed Rule 3.11(5), p. 65; cf. current Rule 4.9(5), p. 48

Requiring a motion to intervene within 10 calendar days of the initial protest filing may cut off persons who do not learn of the protest within that window. Is the District comfortable that the notice practices for protests make that window meaningful?

11. Agenda notice responsibility

Proposed Rule 1.3(3), p. 12; cf. current Rule 1.3(3), p. 9

The reference to the District Manager preparing 'a notice' of the meeting is dropped, leaving only the agenda. Is notice preparation addressed elsewhere in the proposed rules, and does the change affect compliance with the noticing requirements of s. 189.015 and s. 286.011?

12. Adoption procedure for the restatement itself

Resolution 2026-09 and Exhibit A generally

Because this is a full restatement rather than an amendment of discrete rules, does the notice published for the October 19, 2026 rule development/adoption hearing adequately describe the substance of each material change for purposes of s. 190.011(5) and s. 120.54, particularly the deletion of current Rule 3.0?

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 ~~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~~ 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 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 ~~filling~~ 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 Rule1.1(2)(e) 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) ~~Intervenors.~~ 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 he 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) Intervenors. 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) ~~(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~~

~~(l)~~ (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~~ "Professional ~~Services"~~ 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.

~~(n)~~ (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.

~~(o)~~ (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) Hold all required applicable state professional licenses in good ~~standing.~~ standing;

~~(a)~~ (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, ~~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,"~~ 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.

No counterpart in the proposed rules (current Rule 4.3, p. 30).

~~(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).

~~II. 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~~ 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.

~~(i)~~ 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.

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

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:

(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, 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 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:

(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 4.7, 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, ~~facsimile~~ , or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on ~~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 IX

CLOSED
SECURITY
DISCUSSION

Items will be provided under separate cover.