

Boggy Creek Improvement District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900

www.boggycreekid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District ("District"), scheduled to be held at **3:00 p.m. on Tuesday, August 18, 2026, at 6900 Tavistock Lakes Blvd., Ste 200, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

District Staff, please use the following information to join via computer or the conference line:

Phone: 1-844-621-3956 **Computer:** pfmcd.webex.com **Participant Code:** 2531 126 0013#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the July 21, 2026, Board of Supervisors' Meeting**
(provided under separate cover)
- 2. **Consideration of Resolution 2026-07, Approving an Annual Meeting Schedule for Fiscal Year 2027**

Business Matters

- 3. **Discussion and Consideration of Extending Annual Renewal for Lake Nona Boulevard South and Roadways (Sections #1 & 2) Landscape and Irrigation Maintenance Services Agreement with Cepra**
- 4. **Discussion and Consideration of Extending Annual Renewal for Interchange Landscape and Irrigation Maintenance Services Agreement with Cepra**
- 5. **Consideration of 1st Amendment to Personnel Leasing Agreement with Berman**
(provided under separate cover)
- 6. **Review and Acceptance of Arbitrage Rebate Report for the Series 2013 Bonds**
(provided under separate cover)
- 7. **Public Hearing on the Adoption of the District's Annual Budget**
 - a. **Public Comments and Testimony**
 - b. **Board Comments**
 - c. **Consideration of Resolution 2026-08, Adopting the Fiscal Year 2027 Budget and Appropriating Funds** *(exhibits provided under separate cover)*
- 8. **Consideration of Resolution 2026-09, Adopting an Assessment Roll for Fiscal Year 2027 Budget and Certifying Special Assessments for Collection** *(exhibits provided under separate cover)*
- 9. **Public Hearing on Adoption of Rules of Procedure**
 - a. **Public Comments and Testimony**
 - b. **Board Comments**
 - c. **Consideration of Resolution 2026-10, Adopting Rules of Procedure**
- 10. **Consideration of Resolution 2026-11, Adopting Goals, Objectives, and Performance Measures and Standards**

- 11. Consideration of License Agreement for Access to District Property**
- 12. Ratification of Acquisition of VA Signalization Improvements**
- 13. Ratification of Operation and Maintenance Expenditures Paid in July 2026 in an amount totaling \$123,793.48**
- 14. Ratification of Series 2013 Requisition No. 521 & Series 2023 Requisition No. 1 Paid in July 2026 in an amount totaling \$219,470.72**
- 15. Recommendation of Work Authorizations/Proposed Services *(if applicable)***
- 16. Review of District's Financial Position and Budget to Actual YTD**

Other Business

- A. Staff Reports
 1. District Counsel
 2. District Manager
 3. District Engineer
 4. Landscape Supervisor - Landscape Report
 5. Irrigation Supervisor
 6. Construction Supervisor
- B. Supervisor Requests

Adjournment



Boggy Creek Improvement District

**Minutes of the July 21, 2026,
Board of Supervisors' Meeting**
(provided under separate cover)



Boggy Creek Improvement District

**Resolution 2026-07,
Approving an Annual Meeting Schedule
for Fiscal Year 2027**

RESOLUTION 2026-07

**A RESOLUTION OF THE BOGGY CREEK
IMPROVEMENT DISTRICT DESIGNATING DATES,
TIMES AND LOCATIONS FOR REGULAR MEETINGS
OF THE BOARD OF SUPERVISORS OF THE DISTRICT
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Boggy Creek Improvement District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in City of Orlando, Florida; and

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE BOGGY CREEK
IMPROVEMENT DISTRICT:**

1. Regular meetings of the District's Board shall be held as provided on the schedule attached hereto as **Exhibit A**.
2. In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file annually with Orange County a schedule of the District's regular meetings.
3. This Resolution shall take effect immediately upon adoption.

Adopted this 18th day of August, 2026.

ATTEST:

Boggy Creek Improvement District

Secretary/Assistant Secretary

Chairman/ Vice Chairman

EXHIBIT A

Boggy Creek Improvement District Fiscal Year 2026-2027

The Board of Supervisors of the Boggy Creek Improvement District will hold its meetings for the Fiscal Year 2027 in the office of Tavistock Development Company, 6900 Tavistock Lakes Blvd #200, Orlando, FL at 3:00 p.m. on the third Tuesday of each month unless otherwise noted below:

October 20, 2026
November 17, 2026
December 15, 2026
January 19, 2027
February 16, 2027
March 9, 2027
April 20, 2027
May 18, 2027
June 15, 2027
July 20, 2027
August 17, 2027
September 21, 2027

Construction Committee of the Boggy Creek, Greeneway, Midtown & Myrtle Creek Improvement Districts and the Poitras East Community Development District Fiscal Year 2026-2027

The Construction Committee of the Boggy Creek, Greeneway, Midtown and Myrtle Creek Improvement Districts and the Poitras East Community Development District will be meeting for the Fiscal Year 2027 in the office of Tavistock Development Company, 6900 Tavistock Lakes Blvd #200, Orlando, FL 32827 at 3:30 p.m. each month as follows:

October 8, 2026
November 12, 2026
December 10, 2026
January 14, 2027
February 11, 2027
March 4, 2027
April 8, 2027
May 13, 2027
June 10, 2027
July 8, 2027
August 12, 2027
September 9, 2027



Boggy Creek Improvement District

**Extending Annual Renewal for Lake Nona Boulevard
South and Roadways (Sections #1 & 2) Landscape
and Irrigation Maintenance Services Agreement
with Cepra**



Boggy Creek Improvement District

**Extending Annual Renewal for Interchange Landscape
and Irrigation Maintenance Services Agreement
with Cepra**



Boggy Creek Improvement District

**1st Amendment to Personnel Leasing Agreement
with Berman**
(provided under separate cover)



Boggy Creek Improvement District

Arbitrage Rebate Report for the Series 2013 Bonds
(provided under separate cover)



Boggy Creek Improvement District

**Public Hearing on the
Adoption of the District's Annual Budget**



Boggy Creek Improvement District

**Resolution 2026-08,
Adopting the Fiscal Year 2027 Budget
and Appropriating Funds**
(exhibits provided under separate cover)

RESOLUTION 2026-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE BOGGY CREEK IMPROVEMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("FY 2027"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Boggy Creek Improvement District ("**District**") prior to June 15, 2026, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT:

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Boggy Creek Improvement District for the Fiscal Year Ending September 30, 2027."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2027 or within 60 days following the end of the FY 2027 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

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

PASSED AND ADOPTED THIS 18th DAY OF AUGUST 2026.

ATTEST:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

EXHIBIT A



Boggy Creek Improvement District

**Resolution 2026-09,
Adopting an Assessment Roll for Fiscal Year 2027
Budget and Certifying Special Assessments for
Collection**

(exhibits provided under separate cover)

RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boggy Creek Improvement District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Orange County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT:

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is

hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

- c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby certifies for collection the FY 2027 installment of the District’s previously levied debt service special assessments (“**Debt Assessments**,” and together with the O&M Assessments, the “**Assessments**”) in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i. *Due Date (O&M Assessments).* O&M Assessments directly collected by the District shall be due and payable in full on **December 1, 2026**; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: **50%** due no later than **December 1, 2026**, **25%** due no later than **February 1, 2027** and **25%** due no later than **May 1, 2027**.
 - ii. *Due Date (Debt Assessments).* Debt Assessments directly collected by the District shall be due and payable in full on **December 1, 2026**; provided, however, that, to the extent permitted by law, the Debt Assessments due

may be paid in several partial, deferred payments and according to the following schedule: **50%** due no later than **December 1, 2026**, **25%** due no later than **February 1, 2027** and **25%** due no later than **May 1, 2027**.

- iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.

- c. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 18th day of August 2026.

ATTEST:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll

EXHIBIT A

EXHIBIT B



Boggy Creek Improvement District

Public Hearing on the Adoption of Rules of Procedure



Boggy Creek Improvement District

**Resolution 2026-10,
Adopting Rules of Procedure**

RESOLUTION 2026-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boggy Creek Improvement District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT:

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 18th day of August 2026.

ATTEST:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

EFFECTIVE AS OF ~~FEBRUARY 18, 2020~~ _____, 2026

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (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~~within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and ~~Committees~~committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (67) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “voting conflict of interest” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, [286.012](#), Fla. Stat.

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but ~~no~~not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation ~~in~~within the county or counties in which the District ~~and is~~located. A newspaper is deemed to be a newspaper of "general circulation" in the county in which the District is located. ~~"General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public~~ if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published ~~in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week~~as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required 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 (48) hours before the meeting/hearing/workshop by contacting the District Manager at ~~(407) 723-5900~~_____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

- (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”
- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

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

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ~~any~~ ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

Staff reports

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

Supervisor's requests and comments

~~Public comment~~

Adjournment

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

- (8) 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 or as otherwise provided in the resolution approving the annual budget(s). 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.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and

posted at the District Office immediately following the original meeting.

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

~~(1)~~ (1) Internal Controls. The District shall establish and maintain internal controls designed to:

~~(a)~~ (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),

(b) Florida Statutes; and

~~(b)~~ (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and

~~(c)~~ (d) Support economical and efficient operations; and

~~(d)~~ (e) Ensure reliability of financial records and reports; and

~~(e)~~ (f) Safeguard assets.

~~(2)~~ (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, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of ~~notice~~ Notice of Rule Development by the District as required by Section 2 of this Rule. 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) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“SERC”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (24) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a ~~Rule~~rule, the District shall provide notice of the development of a proposed rule ~~by publication of a~~ (“Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a—”) setting forth the following:

- (i) the subject area to be addressed by rule development;
- (ii) A short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule;
- (iii) The grant of rulemaking authority for the proposed rule;
- (iv) The law being implemented;
- (v) The proposed rule number; and

~~, and include~~ (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available of such rule or documents.

- (b) ~~All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.~~ The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(35) Notice of ~~Proceedings and Proposed Rules~~Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall ~~give~~provide notice of its intended action; (the “Notice of Rulemaking”) ~~setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific.~~ The notice shall include a the following:
- (i) A short, plain explanation of the purpose and effect of the proposed rule;

- (ii) The proposed rule number;
- (iii) A summary of the proposed rule or amendment;
- (v) The grant of rulemaking authority for the proposed rule;
- (vi) The law being implemented or interpreted;
- (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;
- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, ~~and a~~ that describes the regulatory impact of the rule in readable language;
- (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
- (x) 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~~;
- (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
- (x) The date, time, and location of the public hearing on the proposed rule;
- (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
- (xii) A reference to both the date on which and the place where the Notice of Rule Development required by ~~section (2)~~Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.

- (b) The ~~notice~~Notice of Rulemaking shall be published in a newspaper of general circulation ~~in within~~ the ~~District and each~~ county or counties in which the District is located ~~not less than~~at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. ~~The proposed rule shall be available for inspection and copying by the public at the time~~ If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of notice, the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- ~~(c)~~ (c) The ~~notice~~Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days ~~prior to such mailing~~before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice ~~by mail of District~~of the District's rulemaking proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
- (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
- (a) Technical Changes.
- (i) Prior to rule adoption, the District shall publish a notice of correction ("Notice of Correction") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
- (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

(i) Prior to rule adoption, the District shall publish a notice of change (“Notice of Change”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

(a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.

(b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“Notice of Rule Withdrawal”) in a newspaper of general circulation within the county or counties in which the District is located,

and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(48) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must ~~either~~ conduct a rule development workshop prior to proposing rules for adoption ~~or for the purposes of rule development or information gathering for the preparation of the SERC, unless~~ the Chairperson ~~must explain~~ ~~in~~ explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (5a) ~~Petitions to Initiate Rulemaking~~—All Petitions to Initiate Rulemaking ~~proceedings~~ Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. ~~Not later than sixty (60) calendar~~ District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

(b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the ~~Board~~District shall either i) initiate rulemaking proceedings~~or, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.~~

(c) If the petition is directed to an ~~existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and~~unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the ~~policy~~proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule. ~~However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.~~

~~(6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:~~

(i) If the District elects to hold a public hearing, notice of the public hearing (“Notice of Rulemaking Petition Public Hearing”) shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

~~(a) The text of the proposed rule, or any amendment or repeal of any existing rules;~~

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

~~(b) A detailed written statement of the facts and circumstances justifying the proposed rule;~~

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

~~(c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and~~

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the

unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(~~d~~10) ~~The published notice~~Public Hearing.

(~~7~~a) ~~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~~Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. ~~The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule.~~ Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:

(i) The date, time, and location of the public hearing; and

(ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

(~~8~~a) ~~Emergency Rule Adoption.~~—The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. ~~Prior to the adoption of an emergency~~

~~rule, or if the Legislature authorizes the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of to adopt emergency rules shall be published as soon as possible in a newspaper of general circulation in the District.~~ The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District ~~and otherwise complies with these provisions.~~

- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “Notice of Emergency Rule”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.
 - (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “Notice of Renewal of Emergency Rule”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.

- (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (912) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation ~~in~~within the county or counties in which the District is located.
- (1013) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. ~~The record~~ (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, if applicable:
 - (a) ~~The texts~~A copy of the ~~proposed rule and the adopted~~ rule;
 - (b) ~~All notices given for a proposed~~Any material incorporated by reference in the rule;

- (c) ~~Any~~A detailed written statement of ~~estimated regulatory costs for the~~the facts and circumstances justifying the proposed rule;
- (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
- (~~d~~e) A ~~written summary of hearings, if any, on~~statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
- (e) ~~All written comments received by the District and responses to those written comments; and~~
- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
- (~~f~~g) ~~All notices and findings pertaining to~~If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(~~11~~14) Petitions to Challenge ~~Existing~~ Rules.

- (a) Any person substantially affected by a proposed or existing 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.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
- (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 proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) ~~Within 30 days after~~At the hearing, the ~~hearing officer shall render a decision and state the reasons therefor in writing.~~ 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.
- (e) Hearings held under this section shall be de novo in nature. ~~The~~ For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, 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~~ During the hearing, the hearing officer may:
- (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) ~~The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.~~

(f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

~~(1215)~~ Variances and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District ~~Rule~~rule may file a petition with the District, requesting a variance or waiver from the District’s ~~Rule~~rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by ~~Rule~~rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the ~~petitioner's~~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~~District's action. The District shall maintain a record of the type and disposition of each petition filed.
- (~~13~~16) 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, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

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

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

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

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

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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

Rule 3.1 Procedure Under the Consultants¹ Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each ~~consultant's~~ 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “Auditing Services” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

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

(2) (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (43) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“Committee”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (43) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

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

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

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

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

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

~~(4)~~ (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section ~~(32)~~ 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~~ within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

~~(5)~~ (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines

is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals—, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- ~~(6)~~ (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection ~~(32)~~(32)(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)~~ (6) Board Selection of Auditor.

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

- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

~~(8)~~ (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

- (a) A provision specifying the services to be provided and fees or other compensation for such services;
- (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
- (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
- (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
- (e) Provisions required by law that require the auditor to comply with public records laws.

~~(9)~~ (8) 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 e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile,~~ or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute

a waiver of proceedings under those Rules,^{“”} or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

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

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - ~~(a)~~ (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - ~~(b)~~ (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
 - ~~(c)~~ (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - ~~(d)~~ (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - ~~(e)~~ (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)~~ (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - ~~(g)~~ (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- ~~(h)~~ (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all ~~bidders by~~ proposers by e-mail (with a delivery and read receipt), United States Mail, ~~by~~ hand delivery, or ~~by~~ overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

- (~~j~~k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all ~~vendors by~~proposers by e-mail (with a delivery and read receipt), United States Mail, ~~electronic mail~~, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) ~~(3)~~ Suspension, Revocation, or Denial of Qualification

- ~~(a)~~(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.~~ (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - ~~ii.~~ (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.~~ (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.~~ (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.~~ (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.~~ (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
 - ~~vii.~~ (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.~~ (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.~~ (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - ~~x.~~ (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.~~ (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.~~ (xii) The vendor or affiliate(s) has been convicted of a contract crime.
-
- ~~1.~~ 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.~~ 2. The term “**convicted**” or “**conviction**” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- ~~(b)~~ (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- ~~(e)~~ (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- ~~(d)~~ (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- ~~(e)~~ (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- ~~i.~~ (i) Impacts on project schedule, cost, or quality of work;
- ~~ii.~~ (ii) Unsafe conditions allowed to exist;
- ~~iii.~~ (iii) Complaints from the public;
- ~~iv.~~ (iv) Delay or interference with the bidding process;
- ~~v.~~ (v) The potential for repetition;
- ~~vi.~~ (vi) Integrity of the public contracting process;
- ~~vii.~~ (vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) 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.

- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all ~~contractors~~ by proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~faesimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) ~~If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.~~
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

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

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

at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: ~~"~~"Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,~~"~~" or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

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

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all ~~vendors by~~ proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~faesimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

[Link-to-previous setting changed from off in original to on in modified.]

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

[Link-to-previous setting changed from off in original to on in modified.]

Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

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

- (c) Regulate the course of the hearing, including any pre-hearing matters;
- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

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

- ~~(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.~~
- ~~(65)~~ Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- ~~(78)~~ Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

[Link-to-previous setting changed from off in original to on in modified.]

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

Law Implemented: §§ [120.69\(2\)\(a\)](#), 190.033, Fla. Stat.

[Link-to-previous setting changed from off in original to on in modified.]

[Link-to-previous setting changed from off in original to on in modified.]

Rule 4.0 Effective Date.

These Rules shall be effective ~~February 18, 2020~~, 2025, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

[Link-to-previous setting changed from off in original to on in modified.]

Summary report: Litera Compare for Word 11.12.0.83 Document comparison done on 5/20/2026 11:03:00 AM	
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Intelligent Table Comparison: Active	
Original filename: 581687 - Amended & Restated Rules of Procedure (2019)_ - Greeneway - v1! 4880-9865-5747 v.1.doc	
Modified filename: FORM Rules of Procedure - No Rule Review (5.8.2026) 4929-0681-0794 v.1.docx	
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<u>Add</u>	380
Delete	265
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	645



Boggy Creek Improvement District

**Resolution 2026-11,
Adopting Goals, Objectives
and Performance Measures and Standards**

RESOLUTION 2026-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boggy Creek Improvement District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, Florida Statutes; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT:

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

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

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 18th day of August, 2026.

ATTEST:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

Boggy Creek Improvement District
Goals, Objectives and Annual Reporting Form

**Performance Measures/Standards &
Annual Reporting Form**

October 1, 2026 – September 30, 2027

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

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

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

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

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

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

Standard: 100% of meetings were advertised with 7 days notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

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

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

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

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: District Infrastructure and Facilities Inspections

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

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

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

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

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

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

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

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

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

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website. Publish approved budget amendments on the CDD's website within five days of Board approval.

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

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

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

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

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

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

District Manager: _____

Date: _____

Print Name: _____



Boggy Creek Improvement District

License Agreement for Access to District Property

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
BOGGY CREEK IMPROVEMENT DISTRICT AND
SPARTAN RACE, INC.**

This **Non-Exclusive License Agreement** (“**Agreement**”) is made and entered into as of the ____ day of _____ 2026, by and between:

Boggy Creek Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, with a mailing address c/o PFM Management Services LLC, 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 (“**District**”); and

Spartan Race, Inc., a Delaware corporation, whose mailing address is 234 Congress Street, 5th Floor, Boston, Massachusetts 02110 (“**Licensee**”).

WITNESSETH

WHEREAS, the District owns certain real property, located in the southwest quadrant of LNB/417, Parcel ID 26-24-30-0000-00-046, as generally depicted in the attached **Exhibit A** (“**License Property**”); and

WHEREAS, the Licensee has requested that the District grant it a non-exclusive license over the License Property for the limited purpose of conducting the “2026 Unicity Takeover Spartan Sprint 5K & 3K” event on the License Property on [EVENT DATE], 2026 (“**License Period**”), and the District is agreeable to granting such a license on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the good and valuable consideration recited below and the mutual covenants of the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. GRANT OF LICENSE. The District hereby grants to the Licensee a non-exclusive license over, upon, and across the License Property for the limited purpose of conducting a special event, subject to the following conditions (“**License**”):

A. The Licensee shall use all due care to not cause damage the License Property and all public and private property located on or bordering the License Property. The District makes no representations, warranties, or suitability of fitness of the License Property for the purposes set forth herein. Upon request of the District Representatives, the Licensee hereby agrees to meet with the District Representatives to walk the License Property to discuss conditions and items of concern regarding this Agreement.

- B.** Upon the expiration or termination of the term of this License, the Licensee shall return the License Property to its original condition. Licensee hereby agrees to notify the District Representatives at the point in time when the Licensee intends to end use of the License Property. The Licensee agrees, at its sole cost and expense, to repair any damage to the License Property and any other real or personal property resulting from or related to the operation of the License, including but not limited to damage to landscape and sod/grass and vehicles parked on the License Property. The District shall notify the Licensee of any damage within seven (7) days of expiration of the License Period. Within forty-eight (48) hours of receipt of such notice, Licensee shall submit to the District a plan for repair and shall commence the plan immediately upon District approval. If the Licensee fails to repair any damage to or otherwise restore the property to its original condition as provided herein, the District may do so in its sole discretion and the cost thereof shall be charged to the Licensee.

The Board of Supervisors of the District hereby designates the District Manager as its representative for purposes of this Agreement, including for purposes of meeting the Licensee post-License Period to walk the License Property, communicating the list of damages (if any) to Licensee, and for approving the Licensee's plan for repair.

- C.** The Licensee shall comply at all times with all relevant statutes and regulations applicable to the License and shall, upon request of the District, provide proof of such compliance. Moreover, the Licensee shall be responsible for obtaining all permits and approvals necessary for the operation of the License, as well as the cost thereof.
- D.** The Licensee shall be responsible for coordinating traffic control and parking enforcement for the operation of the License. The Licensee shall hire either local off-duty law enforcement officers or a professional security company licensed to provide security services in this State to provide such services. The services must be in place during the License Period. Prior to the effective date of this Agreement, Licensee shall furnish the District with written evidence that such services are under contract in accordance with the terms of this Agreement, which shall be attached hereto as **Exhibit B**. If proof of such services is not provided to the District prior to the License Period then this Agreement shall automatically terminate.
- E.** The Licensee agrees and covenants that it shall not grant or exercise any rights in the License Property inconsistent with the rights granted in this Agreement, or which would interfere with the rights of the District.

3. TERM; TERMINATION. The Licensee shall be permitted to use the License Property during the License Period, after which time this Agreement shall automatically terminate; provided, however, that the District, as grantor of this License, may terminate this Agreement with or without cause, in the District's sole discretion, immediately upon written notice. Licensee shall

not be entitled to any compensation for such termination. Upon the termination of this Agreement, the Licensee shall immediately cease any and all use of the License Property.

4. **INSURANCE.** Licensee shall obtain event liability insurance prior to the effective date of this Agreement which shall provide coverage for all of the License Period and which shall be in an amount not less than \$1,000,000. Such insurance shall name the District and its supervisors, officers, staff, representatives and agents as additional insured parties on such policy. Prior to the effective date of this Agreement, Licensee shall furnish the District with written evidence that such insurance coverage is in place in accordance with the terms of this Agreement, which shall be attached hereto as **Exhibit C**. If proof of insurance coverage is not provided to the District prior to the License Period then this Agreement shall automatically terminate.

5. **INDEMNIFICATION; SOVEREIGN IMMUNITY.**

A. The Licensee agrees to indemnify, defend, release and hold the District and its supervisors, officers, staff, representatives and agents harmless from and against any and all damages, losses, or claims, including but not limited to, legal fees and expenses, to the extent that such damages, losses, or claims are attributable to actions, omissions or negligence in the use of the License Property by the Licensee, its representatives, agents, employees, guests or invitees, including attendees to the special event being held at the Licensee's address.

B. The parties agree that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, or other law.

6. **ENFORCEMENT OF AGREEMENT.** In the event that the District seeks to enforce this Agreement by court proceedings or otherwise, then the District shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **CONTROLLING LAW; VENUE.** This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Orange County, Florida.

8. **COMPLIANCE WITH PUBLIC RECORDS.** Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is **PFM Management Services LLC** ("**Public Records Custodian**").

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO,

**FLORIDA 32817, PHONE: (407) 723-590, E-MAIL
RECORDREQUEST@PFM.COM.**

9. THIRD PARTIES AND NO ASSIGNMENT. This Agreement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this License expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof. This Agreement may not be assigned to any party whatsoever without the prior written consent by another party.

10. NON-REFUNDABLE DEPOSIT. In consideration of granting the License, the Licensee shall provide to the District a non-refundable deposit upon execution of this Agreement and prior to accessing the License Property in the amount of two-hundred fifty dollars (\$250) per day of the License Period for a total amount of **one thousand five hundred dollars (\$1,500)**. District shall retain the deposit as security for the faithful performance of all covenants and conditions of this Agreement. The District may use the deposit to pay for defaults and breaches under the Agreement, administrative costs of granting the License, or for restoration work conducted by the District, if any. Such deposit shall not constitute final payment of any fees or other amounts due hereunder.

11. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

[continued on following page]

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

Signed, sealed and delivered
in the presence of:

**BOGGY CREEK IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Signed, sealed and delivered
in the presence of:

SPARTAN RACE, INC.

(Witness Signature)

(Signature)

(Print Name)

Printed Name: _____
Title: _____

Exhibit A: License Property

Exhibit B: Proof of Security Services

Exhibit C: Proof of Event Liability Insurance

Exhibit A
Location Map

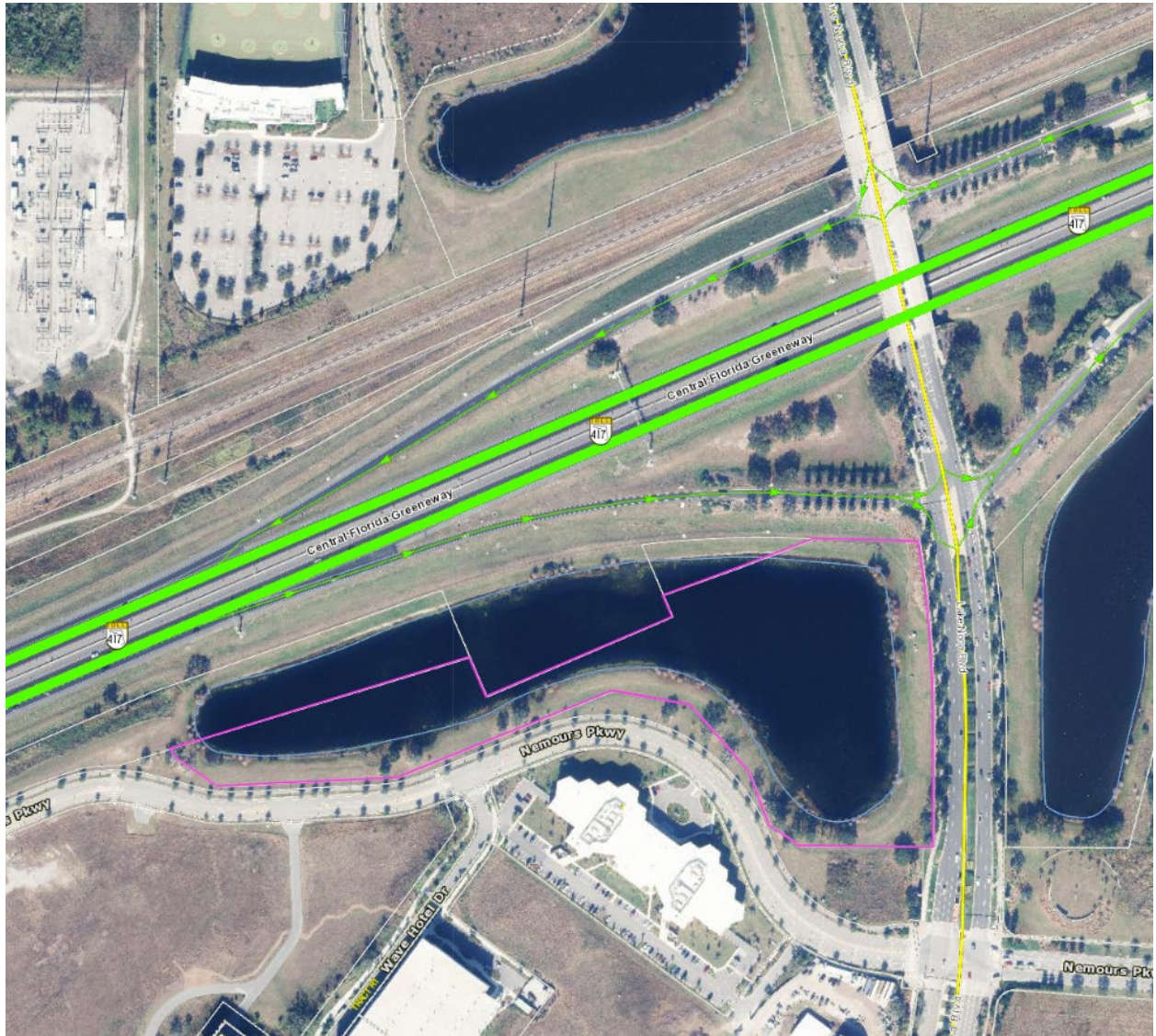


Exhibit B
Proof of Security Services

Exhibit C
Proof of Event Liability Insurance



Boggy Creek Improvement District

Acquisition of VA Signalization Improvements

Lake Nona Land Company, LLC

August 5, 2026

Board of Supervisors
Boggy Creek Improvement District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817

Re: Boggy Creek Improvement District (the "District")
Acquisition of Traffic Signalization Improvements Described in Exhibit "A"

Dear Ms. Walden:

We are writing to request that the Boggy Creek Improvement District ("**District**") acquire from Lake Nona Land Company, LLC ("**Developer**") the public infrastructure improvements set forth in **Exhibit A**, which is attached hereto. The Developer constructed the improvements consistent with the District *Third Amended and Restated Engineer's Report for Capital Improvements for Infrastructure*, adopted June 20, 2023, as supplemented, prepared by the District Engineer, and the improvements are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements to the District in the amount of **\$1,542,778.18**, representing the actual cost of creating and/or constructing such improvements and work product. Notwithstanding anything to the contrary herein, certain amounts identified in **Exhibit A** may still be owed to contractors for retainage and remaining work, and Developer agrees to timely make payment for all remaining amounts owed under the Developer's contract(s) with the contractor(s), and to ensure that no liens are placed on the improvements.

Sincerely,

Lake Nona Land Company, LLC


By: Daniel J. Young
Its: Vice President.

ACKNOWLEDGED AND AGREED TO BY:

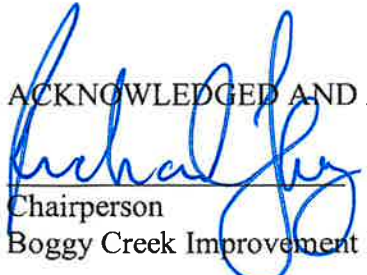

Chairperson
Boggy Creek Improvement District

Exhibit "A"

Description of Improvements

Traffic signal improvements at the intersection of Laureate Boulevard and Veterans Way, including associated electrical infrastructure and fiber optic interconnection to the existing signal at Lake Nona Boulevard and Veterans Way.

Improvement	Contract / Invoices	Work Completed to Date	Balance to Finish Including Retainage	Acquisition Amount
Signalization Improvements	FIE	\$1,284,444.95	\$160,765.48	\$1,380,988.18
Signalization Improvements	JDC	\$161,790.00	\$0	\$161,790.00
	Total:	\$1,446,234.95	\$160,765.48	\$1,542,778.18

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BILL OF SALE
[TRAFFIC SIGNALIZATION]

KNOW ALL MEN BY THESE PRESENTS, that **BOGGY CREEK IMPROVEMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **THE CITY OF ORLANDO, FLORIDA**, a political subdivision of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 (hereinafter referred to as CITY) has granted, bargained, sold, transferred, conveyed and delivered to the CITY, its executors, administrators, successors and assigns forever, the following property situate, lying and being in the City of Orlando, Orange County, State of Florida:

SEE EXHIBIT A

TO HAVE AND TO HOLD the same unto the CITY, its executors, administrators, successors and assigns forever. The CITY shall have all rights and title to the above-described personal property.

AND the SELLER hereby covenants to and with the CITY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; the SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons claiming by, through or under the SELLER.

This Bill of Sale is delivered simultaneously with the District's acquisition of the above-described property from the Developer pursuant to that certain Bill of Sale from Lake Nona Land Company, LLC to the District, dated as of or about the same date hereof, and is contingent upon the completion of such acquisition.

[CONTINUED ON NEXT PAGE]

**BILL OF SALE [CDD TO CITY]
SIGNATURE PAGE**

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 6th day of August, 2026.

WITNESSES:

BOGGY CREEK IMPROVEMENT DISTRICT

Signature: _____

Print Name: _____

Angie
ANGIE LINE AGONCUIA

By: _____

Its: Chair/Vice Chair

Richard Levy
Richard Levy

Signature: _____

Print Name: _____

Blake Firth
Blake Firth

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6th day of August, 2026, by Richard Levy, as Chair/Vice Chair of Boggy Creek Improvement District, who is either ☒ personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

Blake Firth
NOTARY PUBLIC, STATE OF FLORIDA

Name: _____

Blake Firth
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A: Description of Improvements



BLAKE FIRTH
Notary Public
State of Florida
Comm# HH524937
Expires 5/8/2028

EXHIBIT A
Description of Improvements

Traffic signal improvements at the intersection of Laureate Boulevard and Veterans Way, including associated electrical infrastructure and fiber optic interconnection to the existing signal at Lake Nona Boulevard and Veterans Way.



Boggy Creek Improvement District

**Operation and Maintenance Expenditures Paid in
July 2026 in an amount totaling \$123,793.48**

BOGGY CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from July 1, 2026 through July 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$123,793.48**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Boggy Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 7/1/2026 to 7/31/2026

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: OM-ACH - CITY NATIONAL BANK - ACH & WIRES					001-101-0000-00-01
70070	7/27/26	M	OUC	Orlando Utilities Commission	\$10,719.24
70071	7/29/26	M	VGLOBA	VGlobalTech	\$185.00
70072	7/29/26	M	VGLOBA	VGlobalTech	\$300.00
BANK OM-ACH REGISTER TOTAL:					\$11,204.24
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
562	7/01/26	P	DONMC	Donald W. McIntosh Associates	\$1,059.43
563	7/01/26	P	KUTAK	Kutak Rock	\$2,985.00
564	7/13/26	P	DONMC	Donald W. McIntosh Associates	\$1,167.50
565	7/13/26	P	KUTAK	Kutak Rock	\$2,571.00
566	7/15/26	P	AWC	Aquatic Weed Control, Inc.	\$835.00
567	7/15/26	P	BERCON	Berman Construction	\$2,150.55
568	7/15/26	P	CEPRA	Cepra Landscape	\$15,333.25
569	7/15/26	P	PFMMS	PFM Management Services	\$500.00
570	7/20/26	P	DONMC	Donald W. McIntosh Associates	\$3,046.25
571	7/20/26	P	ORLSEN	Orlando Sentinel	\$280.93
572	7/23/26	P	BERCON	Berman Construction	\$3,000.01
573	7/23/26	P	CEPRA	Cepra Landscape	\$51,615.58
574	7/29/26	P	BERCON	Berman Construction	\$2,468.25
575	7/29/26	P	CEPRA	Cepra Landscape	\$27,142.00
576	7/29/26	P	DONMC	Donald W. McIntosh Associates	\$994.43
577	7/29/26	P	ORLSEN	Orlando Sentinel	\$539.98
578	7/29/26	P	PFMMS	PFM Management Services	\$3,565.76
579	7/29/26	P	RLEVEY	Richard Levey	\$200.00
580	7/29/26	P	TCZAPK	Thaddeus Czapka	\$200.00
BANK SUN REGISTER TOTAL:					\$119,654.92
GRAND TOTAL					\$130,859.16

112,589.24	Checks 4562-4563, 4567-4569, 4572-4580
1,167.50	Construction expense - check 4564
2,571.00	Construction expense - check 4565
3,046.25	Construction expense - check 4570
280.93	Construction expense - check 4571
10,719.24	PA 739 - OUC invoice paid online
185.00	PA 740 - VGlobalTech invoice paid online
300.00	PA 740 - VGlobalTech invoice paid online
130,859.16	Total Cash Spent
123,793.48	O&M Cash Spent

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT
** Denotes broken check sequence.

Boggy Creek Improvement District

July 2026 AP Remittance Report

BANK:	SUN	CHECK:	4562	AMOUNT:	\$1,059.43	DATE:	07/01/26	VEND ID:	DONMC
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
06/19/26	49177	PA 737 - Eng. srvs. thru 05/29				\$0.00		\$1,059.43	
TOTALS:						\$0.00		\$1,059.43	
BANK:	SUN	CHECK:	4563	AMOUNT:	\$2,985.00	DATE:	07/01/26	VEND ID:	KUTAK
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
06/22/26	3762119	PA 737 - Gen. legal thru 04/30				\$0.00		\$2,985.00	
TOTALS:						\$0.00		\$2,985.00	
BANK:	SUN	CHECK:	4564	AMOUNT:	\$1,167.50	DATE:	07/13/26	VEND ID:	DONMC
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
06/19/26	49176	CPA 002 - Constr. eng. srvs. t				\$0.00		\$1,167.50	
TOTALS:						\$0.00		\$1,167.50	
BANK:	SUN	CHECK:	4565	AMOUNT:	\$2,571.00	DATE:	07/13/26	VEND ID:	KUTAK
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
06/22/26	3762133	CPA 002 - Proj. constr. thru 0				\$0.00		\$2,571.00	
TOTALS:						\$0.00		\$2,571.00	
BANK:	SUN	CHECK:	4566	AMOUNT:	\$835.00	DATE:	07/15/26	VEND ID:	AWC
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
07/01/26	1141493	PA 739 - Jul. waterway service				\$0.00		\$835.00	
TOTALS:						\$0.00		\$835.00	
BANK:	SUN	CHECK:	4567	AMOUNT:	\$2,150.55	DATE:	07/15/26	VEND ID:	BERCON
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
04/30/26	960790	PA 738 - Median clean up of st				\$0.00		\$500.00	
05/22/26	961296	PA 738 - Stop sign replacement				\$0.00		\$1,650.55	
TOTALS:						\$0.00		\$2,150.55	
BANK:	SUN	CHECK:	4568	AMOUNT:	\$15,333.25	DATE:	07/15/26	VEND ID:	CEPRA
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
05/26/26	O-S10163	PA 738 - May controller 12, zo				\$0.00		\$650.00	
05/31/26	O-S10258	PA 738 - May controller 28 M.I				\$0.00		\$942.00	
05/31/26	O-S10264	PA 738 - May interchange contr				\$0.00		\$417.00	
06/30/26	O-S10358	PA 738 - Jun. interchange dead				\$0.00		\$6,500.00	
06/30/26	O-S10361	PA 739 - Jun. cap leaking irri				\$0.00		\$260.00	
06/30/26	O-S10449	PA 739 - Jun. controller 16 ir				\$0.00		\$770.75	
06/30/26	O-S10451	PA 739 - Jun. controller 29 ir				\$0.00		\$493.00	
06/30/26	O-S10455	PA 739 - Jun. controller 16 zo				\$0.00		\$520.00	
06/30/26	O-S10456	PA 739 - Jun. interchange cont				\$0.00		\$520.00	
04/09/26	O-S9965	PA 739 - Mar. controller 23 M.				\$0.00		\$4,260.50	
TOTALS:						\$0.00		\$15,333.25	
BANK:	SUN	CHECK:	4569	AMOUNT:	\$500.00	DATE:	07/15/26	VEND ID:	PFMMS
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
06/30/26	142871	PA 738 - Series 2013 - 2026.Q3				\$0.00		\$250.00	
06/30/26	142871	PA 738 - Series 2023 - 2026.Q3				\$0.00		\$250.00	
TOTALS:						\$0.00		\$500.00	
BANK:	SUN	CHECK:	4570	AMOUNT:	\$3,046.25	DATE:	07/20/26	VEND ID:	DONMC
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
07/17/26	49324	CPA 003 - Constr. eng. srvs. t				\$0.00		\$1,546.25	
07/17/26	49332	CPA 003 - Lake Nona South Lift				\$0.00		\$1,500.00	
TOTALS:						\$0.00		\$3,046.25	

Boggy Creek Improvement District

July 2026 AP Remittance Report

BANK:	SUN	CHECK:	4571	AMOUNT:	\$280.93	DATE:	07/20/26	VEND ID:	ORLSEN
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
07/13/26	OSA90942	CPA 003 - Ad: 84631 ; 07/09/20				\$0.00		\$56.19	
07/13/26	OSA90942	CPA 003 - Ad: 84631 ; 07/09/20				\$0.00		\$56.19	
07/13/26	OSA90942	CPA 003 - Ad: 84631 ; 07/09/20				\$0.00		\$56.19	
07/13/26	OSA90942	CPA 003 - Ad: 84631 ; 07/09/20				\$0.00		\$56.18	
07/13/26	OSA90942	CPA 003 - Ad: 84631 ; 07/09/20				\$0.00		\$56.18	
TOTALS:						\$0.00		\$280.93	
BANK:	SUN	CHECK:	4572	AMOUNT:	\$3,000.01	DATE:	07/23/26	VEND ID:	BERCON
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
07/01/26	962456	PA 738 - Jul. irrigation speci				\$0.00		\$1,666.69	
07/01/26	962456	PA 738 - Jul. administrator ag				\$0.00		\$1,333.32	
TOTALS:						\$0.00		\$3,000.01	
BANK:	SUN	CHECK:	4573	AMOUNT:	\$51,615.58	DATE:	07/23/26	VEND ID:	CEPRA
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
07/01/26	O-S10399	PA 739 - Jul. interchange land				\$0.00		\$24,010.08	
07/01/26	O-S10404	PA 739 - Jul. landscaping				\$0.00		\$27,605.50	
TOTALS:						\$0.00		\$51,615.58	
BANK:	OM-ACH	CHECK:	70070	AMOUNT:	\$10,719.24	DATE:	07/27/26	VEND ID:	OUC
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
07/06/26	83178-070626	PA 739 - OUC 2026.07.06 - IME				\$0.00		\$336.44	
07/06/26	83178-070626	PA 739 - OUC 2026.07.06 - Elec				\$0.00		\$1,462.60	
07/06/26	83178-070626	PA 739 - OUC 2026.07.06 - Wate				\$0.00		\$1,049.22	
07/06/26	83178-070626	PA 739 - OUC 2026.07.06 - Stre				\$0.00		\$7,698.70	
07/06/26	83178-070626	PA 739 - OUC 2026.07.06 - IME				\$0.00		\$172.28	
TOTALS:						\$0.00		\$10,719.24	
BANK:	OM-ACH	CHECK:	70071	AMOUNT:	\$185.00	DATE:	07/29/26	VEND ID:	VGLOBA
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
07/01/26	8729	PA 740 - Jul. website maint.				\$0.00		\$185.00	
TOTALS:						\$0.00		\$185.00	
BANK:	OM-ACH	CHECK:	70072	AMOUNT:	\$300.00	DATE:	07/29/26	VEND ID:	VGLOBA
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
06/30/26	8640	PA 740 - Apr. - Jul. ADA audit				\$0.00		\$300.00	
TOTALS:						\$0.00		\$300.00	
BANK:	SUN	CHECK:	4574	AMOUNT:	\$2,468.25	DATE:	07/29/26	VEND ID:	BERCON
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
07/16/26	962736	PA 740 - Rainbird IQ irrigatio				\$0.00		\$2,468.25	
TOTALS:						\$0.00		\$2,468.25	
BANK:	SUN	CHECK:	4575	AMOUNT:	\$27,142.00	DATE:	07/29/26	VEND ID:	CEPRA
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
03/31/26	O-S9861	PA 740 - Plant removal and ins				\$0.00		\$22,000.00	
04/09/26	O-S9961	PA 740 - Dead pine tree remova				\$0.00		\$5,142.00	
TOTALS:						\$0.00		\$27,142.00	
BANK:	SUN	CHECK:	4576	AMOUNT:	\$994.43	DATE:	07/29/26	VEND ID:	DONMC
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
07/17/26	49325	PA 740 - Eng. srvs. thru 06/26				\$0.00		\$994.43	
TOTALS:						\$0.00		\$994.43	

Boggy Creek Improvement District

July 2026 AP Remittance Report

BANK:	SUN	CHECK:	4577	AMOUNT:	\$539.98	DATE:	07/29/26	VEND ID:	ORLSEN
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
07/20/26	OSA95738	PA 741 - Ad: 79647 ; Revised R				\$0.00		\$287.50	
07/20/26	OSA95739	PA 741 - Ad: 84651 ; 07/21/202				\$0.00		\$252.48	
TOTALS:						\$0.00		\$539.98	
BANK:	SUN	CHECK:	4578	AMOUNT:	\$3,565.76	DATE:	07/29/26	VEND ID:	PFMMS
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
07/06/26	DM-07-2026-7	PA 740 - DM fee: Jul. 2026				\$0.00		\$3,541.67	
07/10/26	OE-EXP-07-2026-07	PA 740 - Jun. FedEx				\$0.00		\$24.09	
TOTALS:						\$0.00		\$3,565.76	
BANK:	SUN	CHECK:	4579	AMOUNT:	\$200.00	DATE:	07/29/26	VEND ID:	RLEVEY
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
07/21/26	2026.07.21	PA 741 - Supervisor fee 2026.0				\$0.00		\$200.00	
TOTALS:						\$0.00		\$200.00	
BANK:	SUN	CHECK:	4580	AMOUNT:	\$200.00	DATE:	07/29/26	VEND ID:	TCZAPK
Date	Invoice Number	Invoice Description				Discount Taken		Amount Paid	
07/21/26	2026.07.21	PA 741 - Supervisor fee 2026.0				\$0.00		\$200.00	
TOTALS:						\$0.00		\$200.00	



Boggy Creek Improvement District

**Series 2013 Requisition No. 521 & Series 2023
Requisition No. 1 Paid in July 2026 in an amount
totaling \$219,470.72**

BOGGY CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from July 1, 2026 through July 31, 2026. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
Series 2013 – req 521	Lake Nona Land Company	\$216,218.93
Series 2023 – req 1	Lake Nona Land Company	\$3,251.79
	TOTAL	\$219,470.72

EXHIBIT "A"
FORM OF REQUISITION

The undersigned, an Authorized Officer of Boggy Creek Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association as trustee (the "Trustee"), dated as of December 1, 2010 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of April 1, 2013 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) **Requisition Number:** 521

(B) **Name of Payee:** Lake Nona Land Company

(C) **Amount Payable:** \$201,556.28 plus any accrued interest

(D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**

1. Infrastructure Contribution Reimbursement For the Roundabout and Lift Station Improvements

(E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Project and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

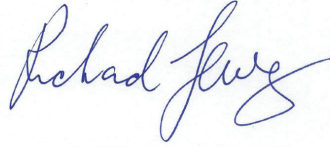
No event has occurred and is continuing which constitutes an Event of Default, as defined by the Master Indenture, or would constitute an Event of Default but for the requirement that notice be given or time elapse or both.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

RECEIVED

By Amanda Lane at 11:13 am, Jun 30, 2026

Boggy Creek Improvement District



Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of-the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (ii) the report of the District Engineer as such report shall have been amended or modified on the date hereof.



Authorized Officer

Robert A. Hanck, E
June 29, 2026

RECEIVED

By Amanda Lane at 11:13 am, Jun 30, 2026

EXHIBIT "A"
FORM OF REQUISITION

The undersigned, an Authorized Officer of Boggy Creek Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association as trustee (the "Trustee"), dated as of December 1, 2010 (the "Master Indenture"), as amended and supplemented by the Fourth Supplemental Indenture from the District to the Trustee, dated as of July 1, 2023 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) **Requisition Number:** 1

(B) **Name of Payee:** Lake Nona Land Company

(C) **Amount Payable:** \$3,242.47 plus any accrued interest

(D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**

1. Infrastructure Contribution Reimbursement For the Roundabout and Lift Station Improvements

(E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2023 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Project and each represents a Cost of the Project, and has not previously been paid.

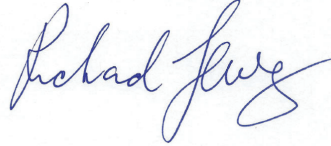
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

No event has occurred and is continuing which constitutes an Event of Default, as defined by the Master Indenture, or would constitute an Event of Default but for the requirement that notice be given or time elapse or both.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

Boggy Creek Improvement District



Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of-the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (ii) the report of the District Engineer as such report shall have been amended or modified on the date hereof.



Authorized Officer

Robert A. Schanck, PE
June 29, 2026

RECEIVED

By Amanda Lane at 11:14 am, Jun 30, 2026



Boggy Creek Improvement District

Work Authorizations/Proposed Services
(if applicable)



BED 3

BED 4

BED 5

BED 6

BED 7

Jacaranda

Rainbow
Eucalyptus

BED 8



Tavistock Lakes Blvd

London St

Lake Nona Blvd

Lake Nona Blvd

Bed 9

Image © 2025 Airbus

Google Earth



CEPRA
LANDSCAPE

Proposal

PO Box 865
Oakland, FL 34760
407-287-5622
CepraLandscape.com

ADDRESS
Boggy Creek Improvement District Lk Nona Blvd S & Roadways & Helios Orlando, FL 32817

PROPOSAL #	DATE
59013 (v. 0)	07/29/2026

DESCRIPTION	
Bed 3 and 4 Proposal BCID Proposal for beds 3 and 4 in powerpoint. Bed 3 removes drift roses along curbing and installs perennial peanut. Bed 4 removes old little john bed and installs Yesterday, Today, and Tomorrow.	\$12,488.00

				\$12,488.00
Description	Type	Qty	Unit \$	Total \$
Annual Soil Installation	YD	3.00	\$111.00	\$333.00
Dump Fees - General Debris	EA	1.00	\$75.00	\$75.00
General Enhancement Labor	HR	16.00	\$60.00	\$960.00
Natural Hardwood Mulch - Bulk Installed	YD	12.00	\$60.00	\$720.00
Perennial Peanut 'EcoTurf' - 1 gal.	EA	1,100.00	\$7.00	\$7,700.00
Yesterday, Today, and Tomorrow - 3 gal.	EA	135.00	\$20.00	\$2,700.00

Total **\$12,488.00**

Terms and Conditions

1. **Scope of Work.** The scope of work to be performed by Contractor is set forth on attached Proposal. If work activity is not set forth in the Proposal, it is not included in the basic scope of work. All material shall conform to bid specifications unless expressly noted otherwise.
2. **Insurance, Licenses and Permits.** Contractor agrees to maintain General Liability insurance coverage, Workers Compensation insurance coverage, and Commercial Automobile insurance coverage as required by law. Contractor also shall comply with all licensing and permit requirements established by any State, County or municipal agency relating to the scope of work.
3. **Subcontractors.** Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement.
4. **Access to Jobsite.** Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.
5. **Utilities.** Contractor will call Sunshine State One Call of Florida to locate utilities when applicable. Owner is responsible for location of private utilities and contractor cannot be held liable for damage to unmarked utilities.
6. **Compensation.** In exchange for Contractor performing the scope of work described in above, Owner shall pay Contractor in accordance with the pricing terms set forth. Contractor shall issue invoices upon completion of the work for amounts due in accordance with the pricing terms set forth. Amounts invoiced are due upon receipt and shall be considered past due after 15 days from the date of invoice. Past due amounts shall accrue interest at the annual rate of 12%. If Owner disputes or questions any invoice or portion of any invoice, Owner shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Owner. Work performed outside the scope of work described in attached Proposal shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Agreement. Owner agrees that if Owner fails to make payment for more than 60 days after the date of any work provided by Contractor arising out of or relating to this Agreement, then Contractor shall have the right to record a claim of lien against Owner's property to secure payment for labor, materials, equipment and supervision supplied by Contractor for the benefit of Owner's property.
7. **Termination.** This Agreement may be terminated with or without cause by the Owner upon seven (7) days written notice. Owner shall be required to pay for all materials and work completed to the date of termination.
8. **Liability.** Contractor and Owner hereby waive any claims against each other for consequential damages or indirect damages of any kind. Contractor shall not be liable to Owner for any claim for property damage or bodily injury unless and to the extent caused by the negligence of Contractor or its employees or subcontractors.
9. **Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Marion County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.
10. **Warranty.** All work performed will be guaranteed for one (1) year after completion. In order for warranty to remain in effect, proper maintenance must be performed for the entire length of the warranty period.
11. **Complete Agreement.** This Agreement and attached Proposal represents the complete and integrated agreement of the parties with respect to the subject matter hereof. All prior verbal or written agreements, promises or representations relating to this Agreement and exhibits hereto are hereby merged into this Agreement and do not survive execution of this Agreement.

Customer Printed Name

Customer Signature

Date

Job ID: 59013



BED 3



BED 4

BLANK PAGE



CEPRA
LANDSCAPE

Proposal

PO Box 865
Oakland, FL 34760
407-287-5622
CepraLandscape.com

ADDRESS
Boggy Creek Improvement District Lk Nona Blvd S & Roadways & Helios Orlando, FL 32817

PROPOSAL #	DATE
59014 (v. 0)	07/29/2026

DESCRIPTION	
Beds 5 and 6 Proposal BCID Proposal for beds 5 and 6 from powerpoint. Bed 5 remove dead firecracker and what was blue daze, install Plumbago and Perennial Peanut. Bed 6 empty bed along curbing, install Lantana 'Anne-Marie'	\$20,829.00

				\$20,829.00
Description	Type	Qty	Unit \$	Total \$
Dump Fees - General Debris	EA	1.00	\$75.00	\$75.00
Natural Hardwood Mulch - Bulk Installed	YD	18.00	\$60.00	\$1,080.00
General Enhancement Labor	HR	12.00	\$60.00	\$720.00
Annual Soil Installation	YD	4.00	\$111.00	\$444.00
Perennial Peanut 'EcoTurf' - 1 gal.	EA	1,660.00	\$7.00	\$11,620.00
Plumbago 'Blue' - 3 gal.	EA	170.00	\$17.00	\$2,890.00
Lantana 'Anne Marie' - 1 gal.	EA	500.00	\$8.00	\$4,000.00

Total **\$20,829.00**

Terms and Conditions

1. **Scope of Work.** The scope of work to be performed by Contractor is set forth on attached Proposal. If work activity is not set forth in the Proposal, it is not included in the basic scope of work. All material shall conform to bid specifications unless expressly noted otherwise.
2. **Insurance, Licenses and Permits.** Contractor agrees to maintain General Liability insurance coverage, Workers Compensation insurance coverage, and Commercial Automobile insurance coverage as required by law. Contractor also shall comply with all licensing and permit requirements established by any State, County or municipal agency relating to the scope of work.
3. **Subcontractors.** Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement.
4. **Access to Jobsite.** Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.
5. **Utilities.** Contractor will call Sunshine State One Call of Florida to locate utilities when applicable. Owner is responsible for location of private utilities and contractor cannot be held liable for damage to unmarked utilities.
6. **Compensation.** In exchange for Contractor performing the scope of work described in above, Owner shall pay Contractor in accordance with the pricing terms set forth. Contractor shall issue invoices upon completion of the work for amounts due in accordance with the pricing terms set forth. Amounts invoiced are due upon receipt and shall be considered past due after 15 days from the date of invoice. Past due amounts shall accrue interest at the annual rate of 12%. If Owner disputes or questions any invoice or portion of any invoice, Owner shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Owner. Work performed outside the scope of work described in attached Proposal shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Agreement. Owner agrees that if Owner fails to make payment for more than 60 days after the date of any work provided by Contractor arising out of or relating to this Agreement, then Contractor shall have the right to record a claim of lien against Owner's property to secure payment for labor, materials, equipment and supervision supplied by Contractor for the benefit of Owner's property.
7. **Termination.** This Agreement may be terminated with or without cause by the Owner upon seven (7) days written notice. Owner shall be required to pay for all materials and work completed to the date of termination.
8. **Liability.** Contractor and Owner hereby waive any claims against each other for consequential damages or indirect damages of any kind. Contractor shall not be liable to Owner for any claim for property damage or bodily injury unless and to the extent caused by the negligence of Contractor or its employees or subcontractors.
9. **Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Marion County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.
10. **Warranty.** All work performed will be guaranteed for one (1) year after completion. In order for warranty to remain in effect, proper maintenance must be performed for the entire length of the warranty period.
11. **Complete Agreement.** This Agreement and attached Proposal represents the complete and integrated agreement of the parties with respect to the subject matter hereof. All prior verbal or written agreements, promises or representations relating to this Agreement and exhibits hereto are hereby merged into this Agreement and do not survive execution of this Agreement.

Customer Printed Name

Customer Signature

Date

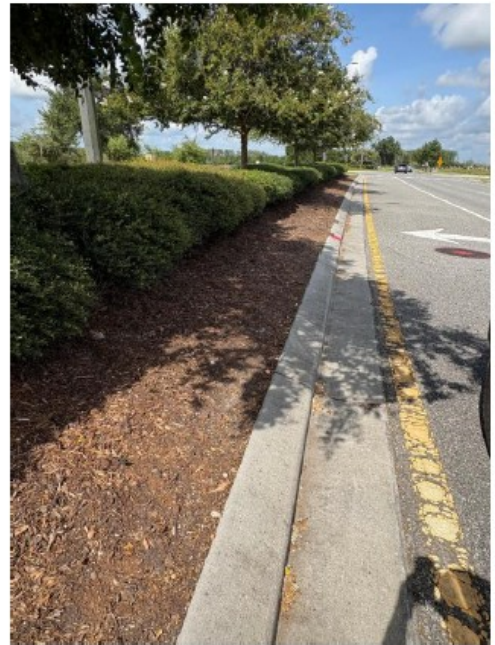
Job ID: 59014



BED 5



BED 5



BED 6

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CEPRA
LANDSCAPE

Proposal

PO Box 865
Oakland, FL 34760
407-287-5622
CepraLandscape.com

ADDRESS
Boggy Creek Improvement District Lk Nona Blvd S & Roadways & Helios Orlando, FL 32817

PROPOSAL #	DATE
59019 (v. 0)	07/29/2026

DESCRIPTION	
Beds 7 and 8 Proposal BCID Proposal for beds 7 and 8 from powerpoint. Bed 7 destroyed by hogs, infill Muhly Grass, install Thyralis on end cap. Bed 8 destroyed by hogs, remove drift roses and install panama rose. Replace Clusisa, Dwarf Ixora, Society Grass bed with Buford Holly, Indian Hawthorne, and Society Garlic.	\$15,905.00

				\$15,905.00
Description	Type	Qty	Unit \$	Total \$
Burford Holly 'Dwarf' - 3 gal.	EA	120.00	\$17.00	\$2,040.00
Dump Fees - General Debris	EA	1.00	\$75.00	\$75.00
General Enhancement Labor	HR	16.00	\$60.00	\$960.00
Indian Hawthorne - 3 gal.	EA	220.00	\$17.00	\$3,740.00
Muhly Grass 'Red' - 3 gal.	EA	120.00	\$17.00	\$2,040.00
Natural Hardwood Mulch - Bulk Installed	YD	18.00	\$60.00	\$1,080.00
Panama Rose - 3 gal.	EA	275.00	\$17.00	\$4,675.00
Society Garlic - 1 gal.	EA	100.00	\$7.00	\$700.00
Thyralis - 3 gal.	EA	35.00	\$17.00	\$595.00

Total **\$15,905.00**

Terms and Conditions

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2. **Insurance, Licenses and Permits.** Contractor agrees to maintain General Liability insurance coverage, Workers Compensation insurance coverage, and Commercial Automobile insurance coverage as required by law. Contractor also shall comply with all licensing and permit requirements established by any State, County or municipal agency relating to the scope of work.
3. **Subcontractors.** Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement.
4. **Access to Jobsite.** Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.
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9. **Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Marion County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.
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Customer Printed Name

Customer Signature

Date

Job ID: 59019



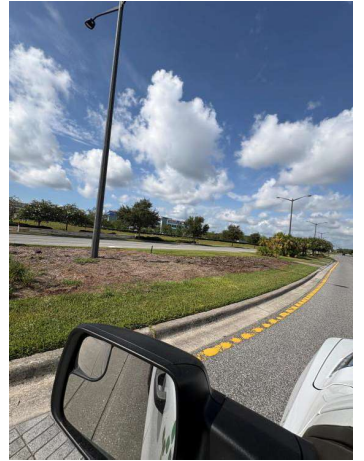
BED 7



BED 7



BED 8



BED 8

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CEPRA
LANDSCAPE

Proposal

PO Box 865
Oakland, FL 34760
407-287-5622
CepraLandscape.com

ADDRESS
Boggy Creek Improvement District Lk Nona Blvd S & Roadways & Helios Orlando, FL 32817

PROPOSAL #	DATE
59021 (v. 0)	07/29/2026

DESCRIPTION	
Bed 9 and Tropical Trees BCID Proposal for bed 9 on powerpoint and 2 dead tropical trees. Bed 9 replace dead bougainvilla in planter boxes under the silk floss trees, replace dwarf oleander.	\$2,550.00

				\$2,550.00
Description	Type	Qty	Unit \$	Total \$
Dump Fees - General Debris	EA	1.00	\$50.00	\$50.00
General Enhancement Labor	HR	10.00	\$60.00	\$600.00
Jacaranda 2-3" cal - 45 gal	EA	1.00	\$655.00	\$655.00
Oleander 'Dwarf' - 3 gal.	EA	20.00	\$17.00	\$340.00
Silver Trumpet Tree 2-3" cal - 45 gal	EA	1.00	\$655.00	\$655.00
Tree Staking Pro 60 - Tree Frog	EA	2.00	\$125.00	\$250.00
Total				\$2,550.00

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Customer Printed Name

Customer Signature

Date

Job ID: 59021



BED 9 (all 3 planter boxes)



Boggy Creek Improvement District

District's Financial Position and Budget to Actual YTD



Boggy Creek Improvement District

July 2026 Financial Package

July 31, 2026

PFM Management Services LLC
3501 Quadrangle Boulevard
Suite 270
Orlando, FL 32817-8329
(407) 723-5900



Boggy Creek Improvement District
Statement of Financial Position
As of 7/31/2026

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$ 824,024.92				\$ 824,024.92
State Board of Administration	1,573.08				1,573.08
Infrastructure Capital Reserve	146,244.29				146,244.29
Interchange Maintenance Reserve	17,111.80				17,111.80
Due From Other Governmental Units	25,209.97				25,209.97
Prepaid Expenses	2,065.26				2,065.26
Deposits	5,000.00				5,000.00
Debt Service Reserve Series 2013		\$ 3,933,696.88			3,933,696.88
Debt Service Reserve Series 2023		582,509.37			582,509.37
Revenue Series 2013		1,419,486.94			1,419,486.94
Revenue Series 2023		647,529.33			647,529.33
Prepayment Series 2013		4,568.75			4,568.75
Prepayment Series 2023		3,806.39			3,806.39
Construction Checking Account			\$ 6,787.17		6,787.17
Due From Other Governmental Units			168.56		168.56
Total Current Assets	\$ 1,021,229.32	\$ 6,591,597.66	\$ 6,955.73	\$ -	\$ 7,619,782.71
<u>Investments</u>					
Amount Available in Debt Service Funds				\$ 6,591,597.66	\$ 6,591,597.66
Amount To Be Provided				47,768,402.34	47,768,402.34
Total Investments	\$ -	\$ -	\$ -	\$ 54,360,000.00	\$ 54,360,000.00
Total Assets	\$ 1,021,229.32	\$ 6,591,597.66	\$ 6,955.73	\$ 54,360,000.00	\$ 61,979,782.71



Boggy Creek Improvement District
Statement of Financial Position
As of 7/31/2026

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$ 485.42				\$ 485.42
Total Current Liabilities	<u>\$ 485.42</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 485.42</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$ 54,360,000.00	\$ 54,360,000.00
Total Long Term Liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 54,360,000.00</u>	<u>\$ 54,360,000.00</u>
Total Liabilities	<u><u>\$ 485.42</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 54,360,000.00</u></u>	<u><u>\$ 54,360,485.42</u></u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$ 70,670.30				\$ 70,670.30
Net Assets - General Government	694,846.65				694,846.65
Current Year Net Assets - General Government	255,226.95				255,226.95
Net Assets, Unrestricted		\$ (1,465,642.46)			(1,465,642.46)
Current Year Net Assets, Unrestricted		(16,793.91)			(16,793.91)
Net Assets - General Government		8,074,034.03			8,074,034.03
Net Assets, Unrestricted			\$ (22,384,631.35)		(22,384,631.35)
Net Assets, Unrestricted			(4,153,414.29)		(4,153,414.29)
Current Year Net Assets, Unrestricted			(151,974.79)		(151,974.79)
Net Assets - General Government			26,696,976.16		\$ 26,696,976.16
Total Net Assets	<u><u>\$ 1,020,743.90</u></u>	<u><u>\$ 6,591,597.66</u></u>	<u><u>\$ 6,955.73</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 7,619,297.29</u></u>
Total Liabilities and Net Assets	<u><u>\$ 1,021,229.32</u></u>	<u><u>\$ 6,591,597.66</u></u>	<u><u>\$ 6,955.73</u></u>	<u><u>\$ 54,360,000.00</u></u>	<u><u>\$ 61,979,782.71</u></u>



Boggy Creek Improvement District
Statement of Activities
As of 7/31/2026

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$ 303,572.28				\$ 303,572.28
Off-Roll Assessments	620,848.13				620,848.13
Developer Contributions	86,095.42				86,095.42
Other Income & Other Financing Sources	0.01				0.01
On-Roll Assessments		\$ 735,725.17			735,725.17
Off-Roll Assessments		4,336,189.48			4,336,189.48
Inter-Fund Transfers In		514.55			514.55
Inter-Fund Transfers In			\$ 122,219.75		122,219.75
Total Revenues	\$ 1,010,515.84	\$ 5,072,429.20	\$ 122,219.75	\$ -	\$ 6,205,164.79
<u>Expenses</u>					
Supervisor Fees	\$ 2,800.00				\$ 2,800.00
Public Officials' Liability Insurance	4,569.00				4,569.00
Trustee Services	7,936.79				7,936.79
Management	35,416.70				35,416.70
Engineering	16,930.90				16,930.90
Disclosure	1,500.00				1,500.00
District Counsel	13,570.04				13,570.04
Assessment Administration	15,000.00				15,000.00
Audit	4,800.00				4,800.00
Arbitrage Calculation	1,000.00				1,000.00
Tax Preparation	25.20				25.20
Travel and Per Diem	98.55				98.55
Postage & Shipping	215.41				215.41
Legal Advertising	3,002.48				3,002.48
Bank Fees	7.60				7.60
Miscellaneous	320.00				320.00
Web Site Maintenance	2,750.00				2,750.00
Holiday Decorations	500.00				500.00
Dues, Licenses, and Fees	175.00				175.00



Boggy Creek Improvement District
Statement of Activities
As of 7/31/2026

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
Electric	\$ 12,874.09				\$ 12,874.09
Water Reclaimed	18,781.87				18,781.87
General Insurance	5,183.00				5,183.00
Property & Casualty	6,455.00				6,455.00
Other Insurance	500.00				500.00
Irrigation Parts	33,898.04				33,898.04
Landscaping Maintenance & Material	275,660.10				275,660.10
Landscape Improvements	31,142.00				31,142.00
Contingency	1,650.55				1,650.55
IME - Aquatics Maintenance	2,713.80				2,713.80
IME - Irrigation	793.17				793.17
IME - Landscaping	78,032.80				78,032.80
IME - Lighting	561.40				561.40
IME - Miscellaneous	198.26				198.26
IME - Water Reclaimed	761.44				761.44
Pest Control	3,020.00				3,020.00
Entry and Wall Maintenance	27,050.00				27,050.00
Shuttle Financing - Maintenance	13,599.92				13,599.92
Shuttle Financing - BEEP Operating Costs	72,495.50				72,495.50
IME - Landscape Improvements	2,112.50				2,112.50
Streetlights	69,185.68				69,185.68
Personnel Leasing Agreement	30,000.10				30,000.10
Principal Payments (Series 2013)		\$ 1,955,000.00			1,955,000.00
Principal Payments (Series 2023)		295,000.00			295,000.00
Interest Payments (Series 2013)		2,031,550.00			2,031,550.00
Interest Payments (Series 2023)		874,556.26			874,556.26
Inter-Fund Transfers Out		122,219.75			122,219.75
Engineering			\$ 50,400.24		50,400.24
District Counsel			8,092.15		8,092.15
Legal Advertising			547.96		547.96
Developer Advance Repayment			219,470.72		219,470.72
Contingency			567.45		567.45
Inter-Fund Transfers Out			514.55		514.55
Total Expenses	\$ 797,286.89	\$ 5,278,326.01	\$ 279,593.07	\$ -	\$ 6,355,205.97



Boggy Creek Improvement District
Statement of Activities
As of 7/31/2026

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$ 41,998.00				\$ 41,998.00
Dividend Income		\$ 189,102.90			189,102.90
Interest Income			\$ 346.00		346.00
Dividend Income			5,052.53		5,052.53
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$ 41,998.00</u>	<u>\$ 189,102.90</u>	<u>\$ 5,398.53</u>	<u>\$ -</u>	<u>\$ 236,499.43</u>
Change In Net Assets	\$ 255,226.95	\$ (16,793.91)	\$ (151,974.79)	\$ -	\$ 86,458.25
Net Assets At Beginning Of Year	<u>\$ 765,516.95</u>	<u>\$ 6,608,391.57</u>	<u>\$ 158,930.52</u>	<u>\$ -</u>	<u>\$ 7,532,839.04</u>
Net Assets At End Of Year	<u><u>\$ 1,020,743.90</u></u>	<u><u>\$ 6,591,597.66</u></u>	<u><u>\$ 6,955.73</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 7,619,297.29</u></u>



Boggly Creek Improvement District
Budget to Actual
For the Month Ending 7/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
Revenues					
Assessments	\$ 924,420.41	\$ 767,046.20	\$ 157,374.21	\$ 920,455.44	100.43%
Developer Contributions	86,095.42	604,433.08	(518,337.66)	725,319.70	11.87%
Carryforward Revenue	108,781.24	108,781.24	-	130,537.49	83.33%
Other Income & Other Financing Sources	0.01	-	0.01	-	
Net Revenues	\$ 1,119,297.08	\$ 1,480,260.52	\$ (360,963.44)	\$ 1,776,312.63	63.01%
General & Administrative Expenses					
Legislative					
Supervisor Fees	\$ 2,800.00	\$ 10,000.00	\$ (7,200.00)	\$ 12,000.00	23.33%
Financial & Administrative					
Public Officials' Liability Insurance	4,569.00	4,130.42	438.58	4,956.50	92.18%
Trustee Services	7,936.79	7,611.67	325.12	9,134.00	86.89%
Management	35,416.70	35,416.67	0.03	42,500.00	83.33%
Engineering	16,930.90	9,583.33	7,347.57	11,500.00	147.23%
Disclosure	1,500.00	1,666.67	(166.67)	2,000.00	75.00%
District Counsel	13,570.04	29,166.67	(15,596.63)	35,000.00	38.77%
Assessment Administration	15,000.00	12,500.00	2,500.00	15,000.00	100.00%
Reamortization Schedules	-	208.33	(208.33)	250.00	0.00%
Audit	4,800.00	3,333.33	1,466.67	4,000.00	120.00%
Arbitrage Calculation	1,000.00	1,000.00	-	1,200.00	83.33%
Tax Preparation	25.20	25.00	0.20	30.00	84.00%
Travel and Per Diem	98.55	250.00	(151.45)	300.00	32.85%
Telephone	-	20.83	(20.83)	25.00	0.00%
Postage & Shipping	215.41	416.67	(201.26)	500.00	43.08%
Copies	-	208.33	(208.33)	250.00	0.00%
Legal Advertising	3,002.48	5,000.00	(1,997.52)	6,000.00	50.04%
Bank Fees	7.60	300.00	(292.40)	360.00	2.11%
Miscellaneous	320.00	983.33	(663.33)	1,180.00	27.12%
Meeting Room	-	208.33	(208.33)	250.00	0.00%
Office Supplies	-	83.33	(83.33)	100.00	0.00%
Property Taxes	-	125.00	(125.00)	150.00	0.00%
Web Site Maintenance	2,750.00	2,850.00	(100.00)	3,420.00	80.41%
Holiday Decorations	500.00	500.00	-	600.00	83.33%
Dues, Licenses, and Fees	175.00	145.83	29.17	175.00	100.00%
Total General & Administrative Expenses	\$ 110,617.67	\$ 125,733.74	\$ (15,116.07)	\$ 150,880.50	73.31%



Boggy Creek Improvement District
Budget to Actual
For the Month Ending 7/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
<u>Field Operations Expenses</u>					
Electric Utility Services					
Electric	\$ 12,874.09	\$ 7,916.67	\$ 4,957.42	\$ 9,500.00	135.52%
Entry Lighting	-	416.67	(416.67)	500.00	0.00%
Water-Sewer Combination Services					
Water Reclaimed	18,781.87	26,666.67	(7,884.80)	32,000.00	58.69%
Other Physical Environment					
General Insurance	5,183.00	4,686.25	496.75	5,623.50	92.17%
Property & Casualty	6,455.00	6,089.25	365.75	7,307.10	88.34%
Other Insurance	500.00	1,250.00	(750.00)	1,500.00	33.33%
Irrigation Repairs	33,898.04	54,166.67	(20,268.63)	65,000.00	52.15%
Landscaping Maintenance & Material	275,660.10	303,933.33	(28,273.23)	364,720.00	75.58%
Landscape Improvements	31,142.00	54,166.67	(23,024.67)	65,000.00	47.91%
Tree Trimming	-	13,083.33	(13,083.33)	15,700.00	0.00%
Contingency	1,650.55	8,333.33	(6,682.78)	10,000.00	16.51%
Trail Maintenance	-	16,666.67	(16,666.67)	20,000.00	0.00%
Pest Control	3,020.00	2,916.67	103.33	3,500.00	86.29%
Shuttle Financing					
Maintenance	13,599.92	180,000.00	(166,400.08)	216,000.00	6.30%
Vehicle Cost (Loan Payment)	-	121,933.08	(121,933.08)	146,319.70	0.00%
BEEP Operating Costs	72,495.50	298,333.33	(225,837.83)	358,000.00	20.25%
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	2,713.80	2,870.83	(157.03)	3,445.00	78.78%
IME - Irrigation Repair	793.17	2,708.33	(1,915.16)	3,250.00	24.41%
IME - Landscaping	78,032.80	79,386.94	(1,354.14)	95,264.33	81.91%
IME - Lighting	561.40	1,083.33	(521.93)	1,300.00	43.18%
IME - Miscellaneous	198.26	5,416.67	(5,218.41)	6,500.00	3.05%
IME - Water Reclaimed	761.44	1,354.17	(592.73)	1,625.00	46.86%
IME - Landscape Improvements	2,112.50	10,833.33	(8,720.83)	13,000.00	16.25%
Road & Street Facilities					
Entry and Wall Maintenance	27,050.00	21,666.67	5,383.33	26,000.00	104.04%
Streetlights	69,185.68	81,125.69	(11,940.01)	97,350.83	71.07%
Parks & Recreation					
Personnel Leasing Agreement - Administrator	13,333.40	13,333.33	0.07	16,000.00	83.33%
Personnel Leasing Agreement - Irrigation Specialist	16,666.70	16,666.67	0.03	20,000.00	83.33%
Reserves					
Infrastructure Capital Reserve	-	16,805.56	(16,805.56)	20,166.67	0.00%
Interchange Maintenance Reserve	-	1,966.67	(1,966.67)	2,360.00	0.00%
Total Field Operations Expenses	\$ 686,669.22	\$ 1,355,776.78	\$ (669,107.56)	\$ 1,626,932.13	42.21%
Total Expenses	\$ 797,286.89	\$ 1,481,510.52	\$ (684,223.63)	\$ 1,777,812.63	44.85%
Income (Loss) from Operations	\$ 322,010.19	\$ (1,250.00)	\$ 323,260.19	\$ (1,500.00)	
<u>Other Income (Expense)</u>					
Interest Income	\$ 41,998.00	\$ 1,250.00	\$ 40,748.00	\$ 1,500.00	2799.87%
Total Other Income (Expense)	\$ 41,998.00	\$ 1,250.00	\$ 40,748.00	\$ 1,500.00	2799.87%
Net Income (Loss)	\$ 364,008.19	\$ -	\$ 364,008.19	\$ -	



Boggy Creek Improvement District
Monthly Statement of Activities
Through the Month Ending 7/31/2026

	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	YTD Actual
Revenues											
Assessments	\$ -	\$ 310,424.07	\$ -	\$ 443.57	\$ 155,212.03	\$ 38,888.47	\$ 17,487.30	\$ 270,452.15	\$ 120,394.30	\$ 11,118.52	\$ 924,420.41
Developer Contributions	-	21,533.33	-	21,365.42	21,042.50	-	22,154.16	-	0.01	-	86,095.42
Carryforward Revenue	10,878.12	10,878.13	10,878.12	10,878.13	10,878.12	10,878.13	10,878.12	10,878.12	10,878.13	10,878.12	108,781.24
Other Income & Other Financing Sources	0.01	-	-	-	-	-	-	-	-	-	0.01
Net Revenues	\$ 10,878.13	\$ 342,835.53	\$ 10,878.12	\$ 32,687.12	\$ 187,132.65	\$ 49,766.60	\$ 50,519.58	\$ 281,330.27	\$ 131,272.44	\$ 21,996.64	\$ 1,119,297.08
General & Administrative Expenses											
Legislative											
Supervisor Fees	\$ 200.00	\$ -	\$ -	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 400.00	\$ 2,800.00
Financial & Administrative											
Public Officials' Liability Insurance	4,569.00	-	-	-	-	-	-	-	-	-	4,569.00
Trustee Services	6,446.30	-	-	-	-	-	-	1,490.49	-	-	7,936.79
Management	3,541.67	3,541.67	3,541.67	3,541.67	3,541.67	3,541.67	3,541.67	3,541.67	3,541.67	3,541.67	35,416.70
Engineering	-	2,041.25	416.60	-	284.43	386.60	-	11,748.16	1,059.43	994.43	16,930.90
Dissemination Agent	-	-	500.00	-	-	-	500.00	-	-	500.00	1,500.00
District Counsel	-	-	3,936.50	-	1,574.50	3,751.04	-	-	4,308.00	-	13,570.04
Assessment Administration	-	-	15,000.00	-	-	-	-	-	-	-	15,000.00
Reamortization Schedules	-	-	-	-	-	-	-	-	-	-	-
Audit	-	-	-	-	-	4,800.00	-	-	-	-	4,800.00
Arbitrage Calculation	-	-	1,000.00	-	-	-	-	-	-	-	1,000.00
Tax Preparation	-	-	-	-	25.20	-	-	-	-	-	25.20
Travel and Per Diem	-	34.00	-	6.80	14.00	7.00	14.00	-	22.75	-	98.55
Telephone	-	-	-	-	-	-	-	-	-	-	-
Postage & Shipping	-	4.42	9.81	6.68	22.83	109.61	9.18	9.47	19.32	24.09	215.41
Copies	-	-	-	-	-	-	-	-	-	-	-
Legal Advertising	-	275.68	219.50	-	219.50	504.96	252.48	252.48	252.48	1,025.40	3,002.48
Bank Fees	-	-	-	7.60	-	-	-	-	-	-	7.60
Miscellaneous	-	-	-	80.00	40.00	40.00	40.00	-	120.00	-	320.00
Meeting Room	-	-	-	-	-	-	-	-	-	-	-
Office Supplies	-	-	-	-	-	-	-	-	-	-	-
Property Taxes	-	-	-	-	-	-	-	-	-	-	-
Web Site Maintenance	185.00	185.00	185.00	485.00	185.00	185.00	485.00	185.00	185.00	485.00	2,750.00
Holiday Decorations	-	-	500.00	-	-	-	-	-	-	-	500.00
Dues, Licenses, and Fees	175.00	-	-	-	-	-	-	-	-	-	175.00
Total General & Administrative Expenses	\$ 15,116.97	\$ 6,082.02	\$ 25,309.08	\$ 4,527.75	\$ 6,307.13	\$ 13,725.88	\$ 5,242.33	\$ 17,427.27	\$ 9,908.65	\$ 6,970.59	\$ 110,617.67



Boggy Creek Improvement District
Monthly Statement of Activities
Through the Month Ending 7/31/2026

	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	YTD Actual
Field Operations											
Electric Utility Services											
Electric	\$ -	\$ 1,396.94	\$ 1,129.22	\$ 1,489.45	\$ 1,121.95	\$ 1,789.36	\$ 1,407.28	\$ 1,448.56	\$ 1,628.73	\$ 1,462.60	\$ 12,874.09
Entry Lighting	-	-	-	-	-	-	-	-	-	-	-
Water-Sewer Combination Services											
Water Reclaimed	-	1,984.86	1,874.90	2,268.19	1,725.87	1,760.08	2,448.78	2,381.42	3,288.55	1,049.22	-
Other Physical Environment											
General Insurance	5,183.00	-	-	-	-	-	-	-	-	-	18,781.87
Property & Casualty Insurance	6,455.00	-	-	-	-	-	-	-	-	-	-
Other Insurance	500.00	-	-	-	-	-	-	-	-	-	5,183.00
Irrigation Repairs	-	-	7,937.50	-	2,448.04	7,629.50	1,544.00	1,034.50	2,940.00	10,364.50	6,455.00
Landscaping Maintenance & Material	27,566.01	27,566.01	27,566.01	27,566.01	27,566.01	27,566.01	27,566.01	27,566.01	27,566.01	27,566.01	590,098.04
Landscape Improvements	-	-	-	-	-	-	-	-	4,000.00	27,142.00	275,660.10
Tree Trimming	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	1,650.55	31,142.00
Trail Maintenance	-	-	-	-	-	-	-	-	-	-	-
Pest Control	1,510.00	-	-	-	-	-	1,510.00	-	-	-	1,650.55
Shuttle Financing											
Maintenance	-	3,399.98	3,399.98	3,399.98	3,399.98	-	-	-	-	-	-
Vehicle Cost	-	-	-	-	-	-	-	-	-	-	3,020.00
BEEP Operating Costs	-	18,133.35	17,965.44	17,642.52	18,754.19	-	-	-	-	-	13,599.92
Interchange Maintenance Expenses											
IME - Aquatics Maintenance	271.38	271.38	271.38	271.38	271.38	271.38	271.38	271.38	271.38	271.38	72,495.50
IME - Irrigation	-	-	488.64	-	-	-	-	-	-	304.53	-
IME - Landscaping	7,803.28	7,803.28	7,803.28	7,803.28	7,803.28	7,803.28	7,803.28	7,803.28	7,803.28	7,803.28	2,713.80
IME - Lighting	-	61.32	62.86	69.88	67.91	61.61	61.97	59.67	60.19	55.99	78,032.80
IME - Miscellaneous	99.13	-	-	-	-	-	99.13	-	-	-	-
IME - Water Reclaimed	-	93.46	143.72	68.94	56.62	65.26	68.78	65.72	89.60	109.34	561.40
IME - Landscape Improvements	-	-	-	-	-	-	-	-	-	2,112.50	198.26
Road & Street Facilities											
Entry and Wall Maintenance	-	-	8,700.00	-	15,600.00	2,250.00	-	-	-	500.00	761.44
Streetslights	-	7,645.33	7,640.23	7,701.77	7,700.74	7,697.68	7,699.73	7,699.73	7,701.77	7,698.70	2,112.50
Parks & Recreation											
Personnel Leasing Agreement - Administration	1,333.34	1,333.34	1,333.34	1,333.34	1,333.34	1,333.34	1,333.34	1,333.34	1,333.34	1,333.34	27,050.00
Personnel Leasing Agreement - Irrigation Specialist	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	69,185.68
Reserves											
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-	-	-	13,333.40
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-	-	-	16,666.70
Total Field Operations Expenses	\$ 52,387.81	\$ 71,355.92	\$ 87,983.17	\$ 71,281.41	\$ 89,515.98	\$ 59,894.17	\$ 53,480.35	\$ 51,330.28	\$ 58,349.52	\$ 91,090.61	\$ 686,669.22
Total Expenses	\$ 67,504.78	\$ 77,437.94	\$ 113,292.25	\$ 75,809.16	\$ 95,823.11	\$ 73,620.05	\$ 58,722.68	\$ 68,757.55	\$ 68,258.17	\$ 98,061.20	\$ 797,286.89
Income (Loss) from Operations	\$ (56,626.65)	\$ 265,397.59	\$ (102,414.13)	\$ (43,122.04)	\$ 91,309.54	\$ (23,853.45)	\$ (8,203.10)	\$ 212,572.72	\$ 63,014.27	\$ (76,064.56)	\$ 322,010.19
Other Income (Expense)											
Interest Income	\$ 2,541.90	\$ 2,056.21	\$ 2,781.45	\$ 2,224.37	\$ 2,245.03	\$ 14,405.29	\$ 2,172.11	\$ 2,603.88	\$ 8,181.70	\$ 2,786.06	\$ 41,998.00
Total Other Income (Expense)	\$ 2,541.90	\$ 2,056.21	\$ 2,781.45	\$ 2,224.37	\$ 2,245.03	\$ 14,405.29	\$ 2,172.11	\$ 2,603.88	\$ 8,181.70	\$ 2,786.06	\$ 41,998.00
Net Income (Loss)	\$ (54,084.75)	\$ 267,453.80	\$ (99,632.68)	\$ (40,897.67)	\$ 93,554.57	\$ (9,448.16)	\$ (6,030.99)	\$ 215,176.60	\$ 71,195.97	\$ (73,278.50)	\$ 364,008.19



Boggy Creek Improvement District
Cash Flow

Beg. Cash		FY 2025 Inflows	FY 2025 Outflows	FY 2026 Inflows	FY 2026 Outflows	FY 2027 Inflows	FY 2027 Outflows	End. Cash
9/1/2025	742,366.86	42,475.35	(119,816.22)	-	(16,707.00)	-	-	648,318.99
10/1/2025	648,318.99	40,905.70	(37,286.14)	-	-	-	-	651,938.55
11/1/2025	651,938.55	182.90	(73,453.42)	347,679.98	(95,223.96)	-	-	831,124.05
12/1/2025	831,124.05	39.54	-	22,469.94	(107,105.06)	-	-	746,528.47
1/1/2026	746,528.47	-	-	45,702.78	(160,629.61)	-	-	631,601.64
2/1/2026	631,601.64	-	-	195,204.52	(57,287.39)	-	-	769,518.77
3/1/2026	769,518.77	-	-	306,425.30	(377,281.81)	-	-	698,662.26
4/1/2026	698,662.26	-	-	58,476.72	(96,558.64)	-	-	660,580.34
5/1/2026	660,580.34	-	-	701,872.41	(424,233.18)	-	-	938,219.57
6/1/2026	938,219.57	-	-	228,918.37	(244,816.00)	-	(2,065.26)	920,256.68
7/1/2026	920,256.68	-	-	34,627.40	(130,859.16)	-	-	824,024.92
8/1/2026	824,024.92	-	-	-	-	-	-	824,024.92 as of 08/04/2026
Totals		83,603.49	(230,555.78)	1,941,377.42	(1,710,701.81)	-	(2,065.26)	



Boggy Creek Improvement District

Landscape Report



Boggy Creek Improvement District
United States

ASSET DETAILS

Asset
Asset Address

TASK NO. 67415

Service Date 07/21/2026
Service Time 8:00:00AM
Task Type Site Walk
Technician Pete Fussell
Actions Taken

CUSTOMER SITE WALK REPORT
Inspection Summary

EXECUTIVE SUMMARY

The site is in good condition overall. The turf, plants, and trees continue to exhibit healthy growth and appearance. There are currently no major signs of disease, insect infestations, or other landscape health concerns.

OBSERVATIONS / FINDINGS

Maintenance – Mowing completed weekly on all common turf areas. Edging performed along sidewalks, curbs, and hard surfaces. Shrub Pruning as needed for shape and visibility. Bed weeds manually removed and chemically treated as needed. Detail and trash removal for all areas was completed. Fertilizer and Pest Control application completed as specified. Irrigation Inspection was completed and the report is attached.

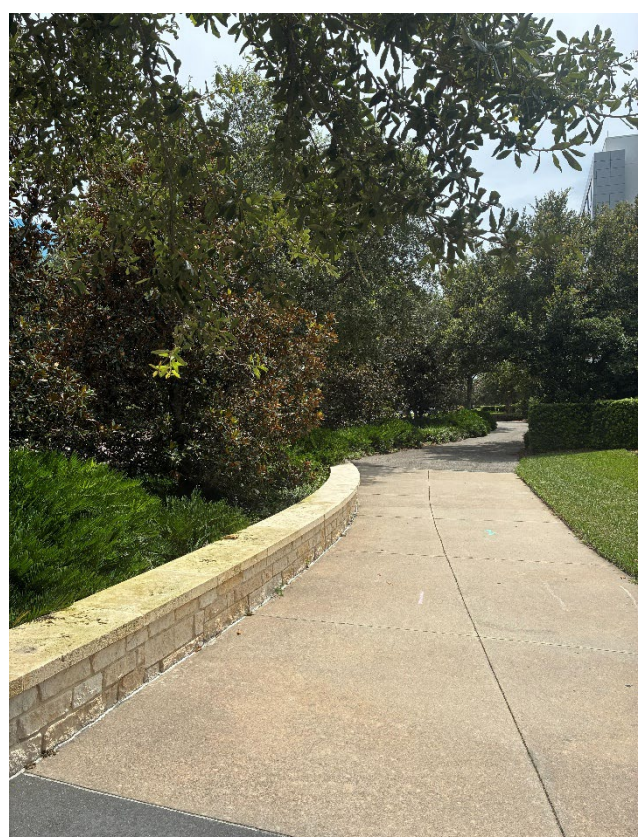
AREAS OF CONCERN

The contractor is monitoring yellow turf areas for pests and or diseases. Corrective and enhancement work that has been approved is being scheduled for completion.

RECOMMENDED ACTIONS

Regular maintenance activities continue. Scheduling for enhancements, fertilizer, and pest treatments and other landscape work will be provided once approved.

Boggy Creek ID Monthly Landscape Report – July 2026





Cepra Irrigation Inspection / South Orlando

18440094558

Reference Number:

20260726-18440094558

Form Name:

Cepra Irrigation Inspection / South Orlando

Submitter Name:

Justo Morales | justo.morales

Date Sent on Device:

Jul 26, 2026 11:15:15 AM EDT

Workflow Status:

Completed (Processing)

Location:

PROPERTY

Property Information

Property Name (Controller Name)

Boggy Creek Improvement District (12)

Inspection Date

Jul 22, 2026 9:34:00 AM EDT

Technician Name

Benjamin DeLoach

Controller Make and Model

Rainbird ESP -LXME2

Clock Status

Operational
Door is Missing or Damaged

Weather Sensor

Rain Sensor is OFF

POC Information

Reclaimed Water

Pump Type

Pump Start

CLOCK PROGRAMMING

Program Information

PROGRAM SETTINGS	PROGRAM START TIME	PROGRAM SEASONAL ADJUST	PROGRAM RUN DAYS
Program 1	8:00 PM	100%	Wednesday Saturday
Program 3	2:00 AM	100%	Everyday

ZONE INFORMATION

Zone Information

ZONE NUMBER	ZONE TYPE	PLANT MATERIA L WATERED	PRG A RUN TIME	PRG B RUN TIME	PRG C RUN TIME	PRG D RUN TIME	PRG E RUN TIME	ZONE COMMEN TS	MAINTEN ANCE CHECK, CLEAN, ADJUST
1	Sprays		15		15				
3	Sprays		15						
5	Sprays		15						
6	Sprays		15						
9	Sprays		15		15				
12	Sprays		15						
13	Sprays		15						
14	Sprays		15						
16	Sprays		15						
18	Sprays								
19	Rotors		15						
21	Sprays		15						
22	Sprays		15						
23	Sprays		15		30				
24	Sprays		15						
27	Sprays		15						
28	Sprays		15						
31	Sprays		15						

REPAIRS / UPGRADES	
Repairs and Upgrades	
REPAIRS AND UPGRADES	1 OF 14
Repairs and Upgrades	
Zone	1
Faults on Zone / Repaired	4
Broken Nozzle / Repaired	3
Broken 6" Spray Head / Repaired	1
REPAIRS AND UPGRADES	2 OF 14
Repairs and Upgrades	
Zone	3
Faults on Zone / Repaired	5
Broken Nozzle / Repaired	5
REPAIRS AND UPGRADES	3 OF 14
Repairs and Upgrades	
Zone	5
Faults on Zone / Repaired	5
Broken Nozzle / Repaired	3
Broken 6" Spray Head / Repaired	1
Broken 12" Spray Head / Repaired	1
REPAIRS AND UPGRADES	4 OF 14
Repairs and Upgrades	

Zone	6
Faults on Zone / Repaired	2
Broken Nozzle / Repaired	2

REPAIRS AND UPGRADES

5 OF 14

Repairs and Upgrades

Zone	9
Faults on Zone / Repaired	3
Broken Nozzle / Repaired	2
Broken 6" Spray Head / Repaired	1

REPAIRS AND UPGRADES

6 OF 14

Repairs and Upgrades

Zone	12
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REPAIRS AND UPGRADES

7 OF 14

Repairs and Upgrades

Zone	13
Faults on Zone / Repaired	3
Broken Nozzle / Repaired	2
Broken 6" Spray Head / Repaired	1

REPAIRS AND UPGRADES

8 OF 14

Repairs and Upgrades

Zone	16
Faults on Zone / Repaired	3

Broken Nozzle / Repaired	3
REPAIRS AND UPGRADES 9 OF 14	
Repairs and Upgrades	
Zone	19
Faults on Zone / Repaired	2
Raise Head in Turf / Repaired	1
Broken Riser / Repaired	1
REPAIRS AND UPGRADES 10 OF 14	
Repairs and Upgrades	
Zone	21
Faults on Zone / Repaired	6
Broken Nozzle / Repaired	4
Broken 12" Spray Head / Repaired	2
REPAIRS AND UPGRADES 11 OF 14	
Repairs and Upgrades	
Zone	23
Faults on Zone / Repaired	9
Broken Nozzle / Repaired	6
Broken 6" Spray Head / Repaired	3
REPAIRS AND UPGRADES 12 OF 14	
Repairs and Upgrades	
Zone	24
Faults on Zone / Repaired	2
Broken Nozzle / Repaired	1

Broken 6" Spray Head / Repaired	1
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REPAIRS AND UPGRADES13 OF 14

Repairs and Upgrades

Zone	27
Faults on Zone / Repaired	5
Broken Nozzle / Repaired	3
Broken 12" Spray Head / Repaired	2

REPAIRS AND UPGRADES14 OF 14

Repairs and Upgrades

Zone	28
Faults on Zone / Repaired	11
Broken Nozzle / Repaired	8
Broken 6" Spray Head / Repaired	3

COMMENTS / SIGNATURE

Additional Comments

Signature

