Peace Creek Community Development District

Meeting Agenda

November 4, 2025

AGENDA

Peace Creek

Community Development District

219 E. Livingston St., Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

October 28, 2025

Board of Supervisors Meeting Peace Creek Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the Peace Creek Community Development District will be held on Tuesday, November 4, 2025, at 10:30 AM at the Lake Alfred Public Library, 245 N Seminole Ave., Lake Alfred, FL 33850.

Zoom Video Link: https://us06web.zoom.us/j/82006823735

Call-In Information: 1-305-224-1968 **Meeting ID:** 820 0682 3735

Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period (Public Comments will be limited to three (3) minutes)
- 3. Approval of Minutes of the September 9, 2025 Board of Supervisors Meeting
- 4. Public Hearing to Adopt Amended and Restated Rules of Procedure
 - A. Consideration of Resolution 2026-01 Adopting Amended and Restated Rules of Procedure
- 5. Consideration of Roadway Signage and Pavement Markings Inspection
 - A. Fausnight Stripe and Line Inc.
- 6. Ratification of Assignment Agreement for Towing Services with Downtown Tow & Hold LLC
- 7. Consideration of 2nd Amendment to Access and Utility Easement Agreement
- 8. Consideration of Proposals for Erosion Repair
 - A. Tucker Paving
 - B. Coscia Land Management
- 9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Proposals for Pet Waste Stations and Maintenance
 - a) CSS
 - b) Pawsitive Scooper
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
 - E. Project Development Update
 - i. Status of Property Conveyance
 - ii. Status of Permit Transfers
 - iii. Status of Construction Funds & Requisitions
 - a) Ratification of Series 2025 AA2 Requisition #16
- 10. Other Business

- 11. Supervisors Requests and Audience Comments 12. Adjournment

MINUTES

MINUTES OF MEETING PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Peace Creek Community Development District was held on Tuesday, **September 9, 2025**, at 10:30 a.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida, and via Zoom Webinar.

Present and constituting a quorum were:

Adam MorganChairmanRob BoninVice ChairmanCarrie DazzoAssistant SecretaryKayla WordAssistant SecretaryBrent KewleyAssistant Secretary

Also, present were:

Tricia Adams
District Manager, GMS
Grace Rinaldi
District Counsel, KVW

Allen Bailey Field Services Manager, GMS

Bryan Hunter by Zoom District Engineer, Hunter Engineering, Inc.

The following is a summary of the discussions and actions taken at the September 9, 2025, Peace Creek Community Development District's regular Board of Supervisors' Meeting.

FIRST ORDER OF BUSINESS Roll Call

Ms. Adams called the meeting to order at 10:30 a.m. All five Supervisors were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS Public Comment Period

Ms. Adams opened the public comment period, limiting comments to 3 minutes.

Resident (José González, 761 Ridge Rd. Winter Haven, FL) spoke about pet waste stations. The sidewalks, green spaces and entrance is littered with dog waste. Kids leaving the elementary

school are stepping in dog waste and tracking it to their homes which is a health hazard. Spoke about speed bumps to protect kids from speeding cars. Asked for a sidewalk that loops around the community for safety and exercise, basketball court for teens, better pool security and access to emergency exit gate. He asked in the future for a dog park and neighborhood watch.

THIRD ORDER OF BUSINESS

Approval of Minutes of the August 12, 2025 Board of Supervisors Meeting

Ms. Adams presented the minutes from the August 12, 2025 Board of Supervisors meeting. The draft of the meeting minutes has been reviewed by District Counsel and the District Manager. She asked for any corrections from Board members to the draft of the minutes on page 6 of the agenda package. The Board had no changes to the minutes.

On MOTION by Mr. Morgan, seconded by Ms. Dazzo, with all in favor, the Minutes of August 12, 2025 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Proposal from AMTEC for Series 2025 (AA2 Arbitrage Rebate Computation)

Ms. Adams stated the tax-exempt bonds that the CDD has issued are regulated by the IRS. The District is required to show they are not earning more interest than what they are paying. The AMTEC proposal is for the series 2025 bond. The fee schedule is \$450 for the annual report.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, the Proposal from AMTEC for Series 2025 (AA2 Arbitrage Rebate Computation), was approved.

FIFTH ORDER OF BUSINESS Consideration of Revised Pool Access Hours

Ms. Adams stated there have been requests from residents to have the pool open at 6:30 a.m. Right now, the pool opens at 8:00 a.m. She expressed to the residents that the pool permit only allows for the pool to be operated from dawn to dusk.

On MOTION by Mr. Morgan, seconded by Ms. Dazzo, with all in favor, the Revised Pool Access Hours – Opening Pool at 6:30 a.m. April 15th through August 30, 2026, was approved.

SIXTH ORDER OF BUSINESS

Presentation of KVW Memo Related to Updated Provision of the District's Rules of Procedure

A. Consideration of Resolution 2025-15 Setting a Public Hearing to Amend the Rules of Procedure

B. Marked Up Rules of Procedure

Ms. Rinaldi reviewed the proposed changes with the Board. The rules of procedure start on page 25 of the agenda package. She noted the public hearing for these changes will be November 4, 2025 at 10:30 a.m. She offered to take any questions from the Board regarding these amendments and updates.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, Resolution 2025-15 Setting a Public Hearing to Amend the Rules of Procedure on November 4, 2025, was approved.

SEVENTH ORDER OF BUSINESS

Presentation of Declaration of Consent to Assessments, Covenants, Conditions and Restrictions

Ms. Rinaldi stated there is a commercial property parcel that is located outside of the boundaries of the District but in communicating with the District Engineer, that property benefits from some of the operation and maintenance activities of the District as it relates to the stormwater management system as well as roadways. The District Engineer has reviewed and determined a proportionate share for this commercial property owner to contribute to the Districts annual expenses for stormwater management is 2.32% and for the roadways it is still unclear at this time what the proportionate share they should contribute for roadway benefit is. It has been included in this covenant that once this development site plan is approved, they will provide the District with that information and the District Engineer will review at that time.

On MOTION by Mr. Morgan, seconded by Ms. Dazzo, with all in favor, the Declaration of Consent to Assessments, Covenants, Conditions and Restrictions, was approved in substantial form.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2025-16 Amending the Fiscal Year 2026 Budget and Appropriating Funds – ADDED

Ms. Adams stated this is an administrative matter. At the time the Board adopted the budget, they were under the understanding that the new multiunit parcel would be fully platted and collected on the tax roll however that plat had not yet been recorded at the time the District submitted the tax roll. Rather than showing the assessment is being collected on the tax roll, it's showing that it is going to be directly collected from the owner of the parcel.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, Resolution 2025-16 Amending the Fiscal Year 2026 Budget and Appropriating Funds, was approved.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2025-17 Amending the Resolution Imposing Special Assessments and Certifying an Assessment Roll – ADDED

Ms. Adams stated this resolution amends the assessment roll to show that parcel is not included in the assessment roll because it will be direct collected.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, Resolution 2025-17 Amending the Resolution Imposing Special Assessments and Certifying an Assessment Roll, was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Rinaldi had nothing additional to report.

B. Engineer

Mr. Hunter discussed the erosion issue with the pond. He presented a photo to the Board. Mr. Morgan asked Bryan to have his contractor provide a proposal for doing a repair and looking

at the grade between what is going on across the street and what is going on where the damage is occurring. The Board will need a detail of what the repair entails. The Board will delegate authority to Supervisor Bonin for the final scope and proposal approval for erosion repair.

On MOTION by Mr. Morgan, seconded by Ms. Dazzo, with all in favor, Delegate Authority to Rob Bonin to Approve Erosion Repair Proposal, was approved.

C. Field Manager's Report

Mr. Bailey reviewed the Field Managers Report for the Board.

i. Proposal for Pet Waste Stations and Maintenance

Mr. Bailey reviewed pet waste stations and maintenance proposal throughout Phases 1, 2 & 3 for \$3,567. Board consensus was to defer this item to the next month to get another quote for installation and maintenance of seven dog stations.

D. District Manager's Report

i. Approval of the Check Register

Ms. Adams presented the check register for the period from July 1, 2025 through July 31, 2025 totaling \$23,372.02. The detailed check register immediately follows.

On MOTION by Mr. Morgan, seconded by Ms. Word, all in favor, the Check Register from July 1, 2025 to July 31, 2025, totaling \$23,372.02, was approved.

ii. Balance Sheet & Income Statement

Ms. Adams presented the unaudited financials through July.

E. Project Development Update

- i. Status of Property Conveyance
- ii. Status of Permit Transfers
- iii. Status of Construction Funds & Requestions

Ms. Adams stated she didn't have any conveyances or permit transfers.

a) Ratification of Series 2025 Assessment Area Two Requisitions #15

Ms. Adams asked for ratification of requisition #15 for \$125. This is on page 174 of the agenda package.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, the Series 2025 Assessment Area Two Requisition #15, was ratified.

ELEVENTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS Supervisors' Requests and Audience Comments

Ms. Adams opened the meeting for public comments.

Resident (Rob Frein, 1430 Austin Street) asked if there is an increased status on the turn around and did Prince say they would resod the dead wasteland behind the fences? Mr. Morgan stated they are in discussions with the developer on the turn around. It is not a CDD matter but a developer matter. Mr. Bailey stated Prince would need to see that there is proof they caused the damage and then reach out to them to connect with how that would be fixed.

THIRTEENTH ORDER OF BUSINESS Adjournment

Ms. Adams asked for a motion to adjourn the meeting.

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

Secretary/Assistant Secretary	Chairman/Vice Chairman

SECTION 4

SECTION A

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; AND PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Peace Creek Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, as amended (the "Act"), and being situated in the City of Winter Haven, Polk County, Florida; and

WHEREAS, the Act 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 Florida law, the Board of Supervisors (the "Board") finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as Exhibit A for immediate use and application; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure shall remain in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with the Act.

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 4th day of November 2025.

ATTEST:	PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT	
Secretary/Assistant Secretary	Chairperson, Board of Supervisors	

Exhibit A: Amended and Restated Rules of Procedure

AMENDED AND RESTATED RULES OF PROCEDURE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF NOVEMBER 4, 2025

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Rule 1.0 General.

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) <u>Board of Supervisors.</u> The Board of Supervisors of the District ("Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) <u>Officers.</u> 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) <u>Committees.</u> The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

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

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

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

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

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

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

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

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

- due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.
- (5) <u>Records Retention.</u> The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) <u>Policies.</u> The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to their affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

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

- person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."
- (f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

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

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

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

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

(a) District Counsel

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

Supervisor's requests and comments Public comment Adjournment

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

190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) <u>Public Hearings.</u> Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (11) <u>Board Authorization.</u> The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) <u>Continuances.</u> 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) <u>Security and Firesafety Board Discussions</u>. 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) <u>Internal Controls.</u> The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect "fraud," "waste" and "abuse" as those terms are defined in section 11.45(1), *Florida Statutes*; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

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

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ("Rule"). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) <u>Notice of Rule Development.</u>

- (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), infra., and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
- (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District's statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

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

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

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

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

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat. Law Implemented: §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) <u>Purpose and Scope.</u> 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, designbuild services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) <u>Board Authorization.</u> Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) <u>Definitions.</u>

- (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.
- "Design Criteria Package" means concise, performance-oriented drawings (f) 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 performancebased criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) "Design Criteria Professional" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

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

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

- (o) "Request for Proposals" or "RFP" is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District:

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) <u>Competitive Selection.</u>

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

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

(5) <u>Competitive Negotiation.</u>

- (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) <u>Contracts; Public Records.</u> 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.

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) <u>Definitions.</u>

- (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) <u>Establishment of Auditor Selection Committee.</u> Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) <u>Minimum Qualifications.</u> 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) <u>Public Announcement.</u> After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and

place for submitting proposals.

(6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed at least seven (7) days in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

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

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

Rule 3.3 Purchase of Insurance.

- (1) <u>Scope.</u> 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) <u>Procedure.</u> For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, relevant business presence and capability to service the District's needs, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

(3) <u>Suspension, Revocation, or Denial of Qualification</u>

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

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

(4) Reapplication and Reinstatement

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

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

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

(5) Emergency Suspension and Revocation

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

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

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

- (3) <u>Sole Source; Government.</u> 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) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) <u>Exceptions.</u> 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) <u>Scope.</u> 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) <u>Procedure.</u>

- (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) <u>Qualifications-Based Selection.</u> 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) <u>Competitive Proposal-Based Selection.</u> If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards

and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

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

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

- The proposals, or the portions of which that include the 4. 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 In consultation with the Design Criteria District. Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
- 5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
- 6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

- 7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- 8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
- 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) <u>Contracts; Public Records.</u> 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) <u>Exceptions.</u> 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) <u>Scope.</u> This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) <u>Discretionary Bond.</u> 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) <u>Purpose and Scope.</u> 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) <u>Procedure.</u> When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

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

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

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

- 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) <u>Renewal.</u> 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) <u>Emergency Purchases.</u> 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) <u>Procedure.</u> When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

- entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, , or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) <u>Exemptions.</u> 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) <u>Renewal.</u> Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
- (5) <u>Contracts; Public Records.</u> 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) <u>Emergency Purchases.</u> The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) <u>Contracts; Public Records.</u> 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) <u>Filing.</u>

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

- 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.
- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (2) <u>Contract Execution.</u> 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) <u>Informal Proceeding.</u> If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via certified mail, hand delivery, or email with delivery confirmation to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) <u>Formal Proceeding.</u> If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

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

- (5) <u>Intervenors.</u> Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.
- Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) <u>Settlement.</u> Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective on November 4, 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.

SECTION 5

AGREEMENT BETWEEN THE CITY OF WINTER HAVEN AND THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT FOR CITY EXERCISE OF TRAFFIC CONTROL JURISDICTION

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF WINTER HAVEN, a Florida municipal corporation, acting by and through its City Commissioners (hereinafter referred to as "CITY") and PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to City Commission of the City of Winter Haven ("City Commission") Ordinance No. O-22-15, as amended by City Commission Ordinance No. O-22-36, acting by and through its Board of Supervisors (hereinafter referred to as the "CDD").

WITNESSETH

WHEREAS, the CDD is a local unit of special-purpose government, and an independent special district of the State of Florida, created under and pursuant to Chapter 190, Florida Statutes, and

WHEREAS, the CDD is the owner of certain roads lying entirely within the CDD's boundaries (the "Roads"); and

WHEREAS, the CDD desires for the CITY to exercise jurisdiction for traffic control over the Roads within the CDD; and

WHEREAS, Section 316.006(2)(b), Florida Statutes, provides that the CITY may exercise jurisdiction over roads owned by the CDD (as a special district of the State of Florida) located in the incorporated area within the CITY's boundaries if the CITY and the CDD provide, by an approved written agreement, that the CITY has traffic control jurisdiction over the roads encompassed by such agreement; and

WHEREAS, the CDD is located within the incorporated area of the City of Winter Haven, and the Roads within the communities of the CDD are owned or controlled by the CDD; and

WHEREAS, the CDD has experienced numerous traffic control problems, such as motorists' failure to obey traffic regulations; and

WHEREAS, the CITY has consulted with the Chief of the Winter Haven Police Department regarding traffic control and enforcement within the CDD pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein above, the terms of which are incorporated herein, the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- 1. **Recitals.** The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.
- 2. **Traffic Control.** The CITY will exercise traffic control jurisdiction which regulates, warns, or guides traffic over the Roads within the CDD known as Peace Creek that are located within the municipal limits of the CITY.
- 3. **Enforcement.** The CITY and the CDD understand and acknowledge that traffic control and enforcement shall be accomplished by the Chief of the Winter Haven Police Department (hereinafter referred to as "Chief") under terms and conditions consistent with the level of service provided by the Chief in similar geographic areas of the City of Winter Haven, Florida.
- 4. **Jurisdictional Authority.** The exercise of jurisdiction provided for herein shall be in addition to jurisdictional authority presently exercised by the CITY, if any, under the law and nothing in this Agreement shall be construed to limit or remove any such jurisdictional authority, if any. Similarly, nothing herein shall be construed to obligate the CITY in any way beyond said traffic control and enforcement.
- 5. **Supervision.** The planning, scheduling, organization, direction, and supervision of law enforcement officers in all matters incidental to the delivery of traffic control or enforcement shall be solely determined by and at the discretion of the Chief.
- 6. **Disbursement of Fines and Reimbursement of Costs.** All fines collected from traffic citations issued by the Chief or his officers for violation of traffic laws on the Roads that are located within the CITY's municipal limits shall be transferred to the CITY and/or appropriate governmental entity and disbursed as any other traffic fines collected absent this Agreement consistent with applicable rules, regulations, ordinances and laws. In the event the CDD requests, and as a result the Chief in fact provides, traffic control and enforcement services over the Roads within the CDD at a level greater than those services provided in similar geographic areas of the City of Winter Haven, Florida, the CDD shall reimburse the CITY, if deemed necessary by either the CITY or the Chief or both, for actual costs attributed to only those additional traffic control and enforcement services provided hereunder.
- 7. **Signage.** The CDD agrees, at its own expense, to comply with all applicable requirements for signage and traffic control and enforcement as required by Florida law, CITY ordinances, and Florida Department of Transportation standards. Specifically, the CDD agrees to comply with Section 316.0745, *Florida Statutes*, Uniform Signals and Devices and the Manual on Uniform Traffic Control Devices. The CDD agrees to comply with said requirements for all future installations and to maintain all current installations in accordance with said requirements. The CDD agrees to comply with any warrant studies performed by the CITY. The CDD agrees, within thirty (30) days of the date of notice from the CITY, to remove any multiway stops or other installations that a study finds not to be warranted. The CDD agrees not to install any new multi-way stop or other installation without prior approval of the CITY. The CITY agrees to conduct, if necessary, speed studies on the Roads that are located within the CITY's municipal limits to determine the appropriate speed limit to be posted. The CDD shall

reimburse the CITY for the actual cost of the speed study and/or the inspection to determine if existing signage meets or exceeds the standards set forth in the Manual of Uniform Traffic Control Devices (MUTCD). The CDD shall be responsible for installing and maintaining all posted signage.

- 8. **Term.** This Agreement will be for an initial term of one (1) year and shall be automatically renewed on an annual basis, unless otherwise terminated as provided herein.
- 9. **Termination.** This Agreement may be terminated by either party without cause or liability upon thirty (30) days written notice to the other party. It is explicitly noted that should the Chief request that the CITY terminate this Agreement, the CITY will honor that request pursuant to this paragraph.
- 10. **Non-Agent Status.** This Agreement shall not be construed to constitute that the CITY and/or the Chief, or any of their respective agents, employees, law enforcement officers or representatives are agents or employees of the CDD, or vice versa.
- 11. **Severability.** It is declared to be the intent of the parties hereto that if any section, subsection, sentence, clause, or provision of this Agreement is held invalid, the remainder of this Agreement shall be construed as not having contained said section, subsection, sentence, clause, or provision and shall not be affected by such holding.
- 12. **Entire Agreement.** This Agreement including all exhibits attached hereto contains the sole understanding between the parties relating to the matters set forth herein and no modification hereof may be made except by an instrument in writing and executed in the same manner as this Agreement.
- 13. **Assignment.** This Agreement shall not be assigned, or other responsibilities herein transferred, delegated, or conveyed in any manner, without the express written consent of CITY. The CITY will not provide such written consent prior to consulting with the Chief.
- 14. **Successors.** This Agreement shall be binding upon the parties, their heirs, assigns, and successors in interest.
- 15. **Notice.** All notices to be given hereunder shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight courier (such as Federal Express) to the following addresses:

As to CITY: City of Winter Haven

Attn: T. Michael Starves, City Manager

451 Third Street NW

Winter Haven, Florida 33881

Copy to: Frederick J. Murphy, Jr., Esquire, City Attorney

Boswell & Dunlap LLP 345 South Central Avenue

Bartow, Florida 33830

As to Chief: Winter Haven Police Department

Attn: Vance Monroe

125 North Lake Silver Drive NW Winter Haven, Florida 33881

As to CDD: Peace Creek Community Development District

c/o Governmental Management Services - Central Florida, LLC

219 East Livingston Street Orlando, Florida 32801 Attn: District Manager

Copy to: Kilinski | Van Wyk PLLC

517 East College Avenue Tallahassee, Florida 32301

Attn: Peace Creek CDD, District Counsel

16. **Indemnification.** In consideration for making and entering into this Agreement and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and to the fullest extent permitted by law, but as limited by applicable Florida law and the CDD's sovereign immunity, the CDD shall indemnify, defend, and hold harmless the CITY and/or the Chief and all of their respective agents, employees, law enforcement officers or representatives, from any claim, loss, damage, cost, charge, or expense, including attorney's fees and costs, arising out of any act, action, neglect, or omission during the performance of this Agreement or work performed thereunder, whether direct or indirect, and whether or not due to or caused by negligence of the CITY and/or the Chief and/or all of their respective agents, employees, law enforcement officers or representatives, except that the CDD will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence, any intentional action or any omission of the CITY and/or the Chief and/or all of their respective agents, employees, law enforcement officers or representatives. The CDD's obligation to defend and indemnify shall not be excused because of the CDD's inability to evaluate liability, or because the CDD evaluates liability and determines that the CDD is not liable, or determines that the CITY and/or the Chief is solely negligent. Only a final adjudication or judgment finding the CITY or the Chief solely negligent shall excuse performance of this provision by the CDD. If a judgment finding the CITY or the Chief solely negligent is appealed, and the finding of sole negligence is reversed, the CDD will, to the extent permitted by law, be obligated to indemnify the CITY and the Chief for the cost of the appeal(s). The CDD shall pay all costs including but not limited to attorney's fees related to this obligation and its enforcement by the CITY or the Chief. This provision shall also pertain to any claims brought against the CITY or the Chief by any employee of the CDD, subcontractor, or anyone directly or indirectly employed by any of them. The CDD's obligation under this provision shall not be limited in any way to the agreed upon contract price, if any, as shown in this Agreement or the CDD's limit of or lack of sufficient insurance protection.

Nothing herein is intended to act as a waiver of the CITY's sovereign immunity and/or

the limits of liability set forth in Section 768.28, *Florida Statutes*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

Furthermore, nothing herein shall cause or be construed as a waiver of the CDD's sovereign immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

- 17. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any actions arising out of this Agreement shall be exclusively in the State Court with competent jurisdiction in and for Polk County, Florida.
- 18. **Effective Date.** The effective date of this Agreement shall be the date on which the CITY's governing body approves this Agreement.
- 19. **Counterpart Signature Pages.** To facilitate execution of this Agreement, the parties hereto hereby agree that this Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall, when taken collectively, constitute a single agreement.

[CONTINUED ON FOLLOWING PAGE]

their duly authorized representatives on this	day of 2025.		
	CITY OF WINTER HAVEN a Florida municipal corporatio		
	By:		
, City Clerk			
APPROVED AS TO LEGAL FORM AND SUFFICIENCY BY THE CITY ATTORNEY			
Frederick John Murphy, Jr., City Attorney	-		

[Signature page to Agreement between the City of Winter Haven and the Peace Creek Community Development District for City Exercise of Traffic Control Jurisdiction

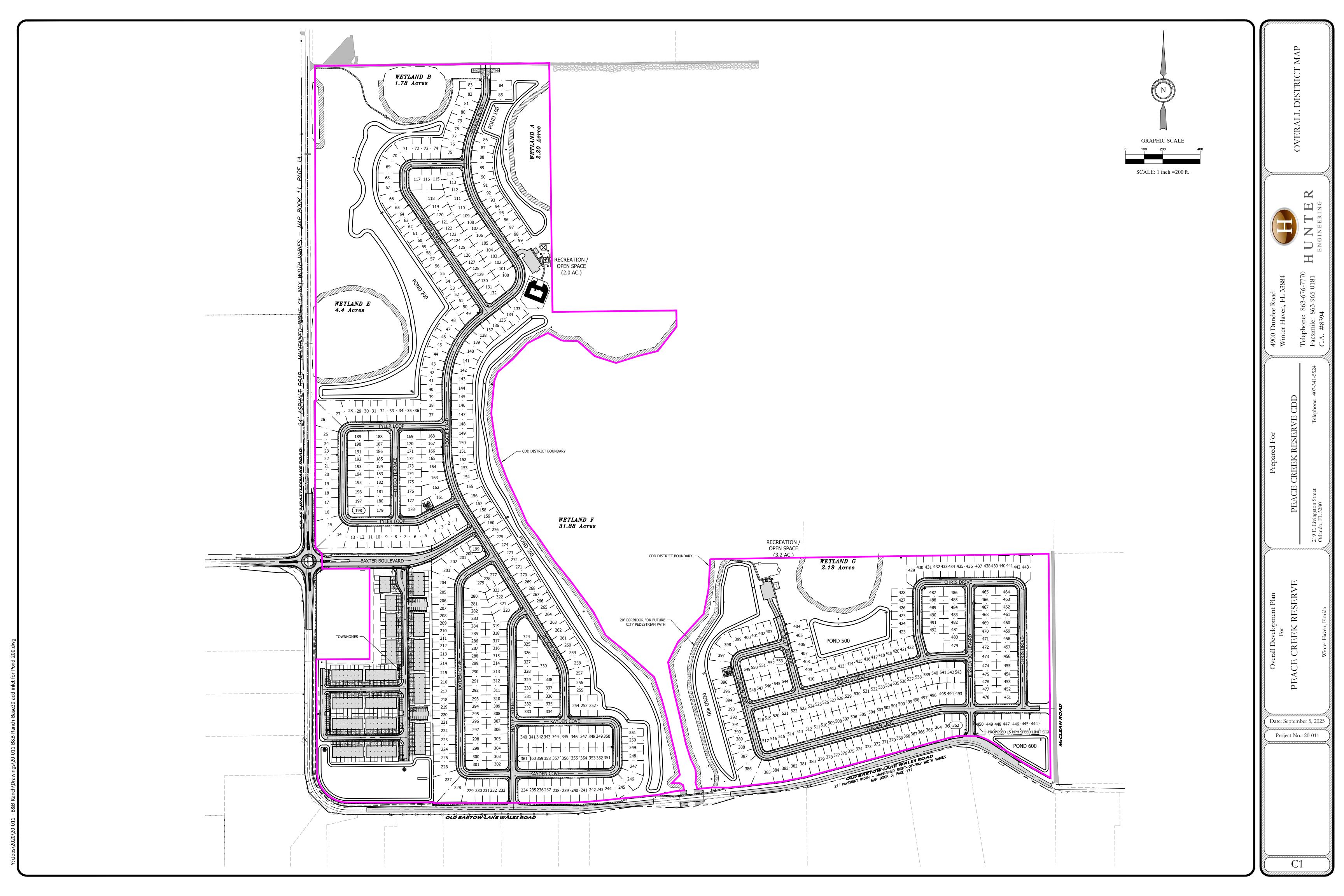
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district By: Adam Morgan Chairperson, Board of Supervisors SWORN TO AND SUBSCRIBED before me [x] physical presence of [] remote notarization by Adam Morgan, as Chairperson of the Board of Supervisors of the Peace Creek Community Development District, who is personally known to me or who produced as identification this 27 day of Augus + 2025.

(Notary Seal)

STATE OF FLORIDA COUNTY OF Lake

> GEORGE S. FLINT Notary Public State of Florida Comm# HH172812 Expires 10/16/2025

Notary Public



SECTION A

From: Phil Fausnight < phil@fausnight.com >

Date: Tue, Sep 16, 2025 at 2:04 PM

Subject: RE: Central Florida CDDs - MUTCD compliance

To: Tricia Adams < tadams@gmscfl.com Co: Alan Scheerer ascheerer@gmscfl.com

Hi Tricia,

We prequalified by the FDOT for pavement markings and traffic signs and the FDOT follows the MUTCD, which are the federal standards. We are qualified to inspect, report, and verify signage for compliance and make recommendations to bring to compliance, however, if you need a report signed by a P.E. (Professional Engineer), we cannot provide that. We can certainly inspect a community and make recommendations to bring into compliance with MUTCD and local standards, which are usually more stringent than the MUTCD.

Please let me know if you have any questions.

Thank you,

Phil Fausnight

President

Fausnight Stripe and Line, Inc.

910 Charles St.

Longwood, FL 32750

PH: 407-261-5446

CELL: 321-689-3281

EMAIL: phil@fausnight.com



RON DESANTIS **GOVERNOR**

605 Suwannee Street Tallahassee, FL 32399-0450 JARED W. PERDUE, P.E. **SECRETARY**

September 11,2025

FAUSNIGHT STRIPE AND LINE, INC. 910 CHARLES STREET LONGWOOD, FLORIDA 32750

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

PAVEMENT MARKING, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire 11/30/2026.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Pregualification Application System via the following link:

HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor

Contracts Administration Office

James C. Taylor A.S.

JTII

SECTION 6

ASSIGNMENT OF AGREEMENT FOR TOWING SERVICES

THIS ASSIGNMENT ("Assignment") is made and entered into this 1st day of October, 2025, by and between S&S TOWING & RECOVERY LLC, a Florida limited liability company with a principal address of 29350 U.S. 27, Unit A, Dundee, Florida 33838 ("Assignor"); DOWNTOWN TOW & HOLD LLC, a Florida limited liability company with a principal address of 29300 U.S. Highway 27, Dundee, FL 33838 ("Assignee"); and PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida, with a mailing address of c/o Governmental Management Services — Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 ("District").

RECITALS

WHEREAS, Assignor and the District previously entered into that certain *Agreement* between the Peace Creek Community Development District and S&S Towing & Recovery LLC for Towing Services, dated March 17, 2025 (the "Agreement"); and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor's rights and obligations under the Agreement may be assigned pursuant to Section 10 of the Agreement upon written consent; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement to Assignee, Assignee desires to accept such assignment, and the District desires to express that it consents to and has no objection to such assignment.

NOW, THEREFORE, based upon good and valuable consideration and the mutual consent of all parties, the District, Assignee, and Assignor agree as follows:

- 1. **INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- **2. ASSIGNMENT.** The Assignor hereby assigns all rights, duties, and obligations under the Agreement to the Assignee, and Assignee hereby accepts said assignment. All terms and conditions of the Agreement shall remain in effect.
- 3. **DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor's assignment of the Agreement to Assignee on the following conditions:
 - a. The Assignee shall, before performing services, execute a new human trafficking affidavit.
 - b. The Assignee shall, before performing services, provide a new insurance certificate naming the District, its officers, supervisors, agents, staff, and representatives as additional insured. No certificate shall be acceptable to the

District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District.

- c. This Assignment shall be subject to ratification by the District's Board of Supervisors.
- **4. NOTICES.** Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the parties as follows:

If to the District: Peace Creek Community Development District

219 East Livingston Street Orlando, Florida 32801 Attention: District Manager

With a copy to: Kilinski | Van Wyk PLLC

517 E. College Avenue Tallahassee, Florida 32301 Attention: District Counsel

If to Assignee: Downtown Tow & Hold LLC

29300 U.S. Highway 27 Dundee, FL 33838

Attention: _____

- **E-Verify**. Assignee shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Assignee shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Assignee has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Assignment, the Assignee represents that no public employer has terminated a contract with the Assignee under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Assignment.
- **6. ANTI-HUMAN TRAFFICKING.** Assignee certifies, by acceptance of this Assignment, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Assignee agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Assignee refuses to sign said affidavit, the District may terminate the Agreement immediately.
- 7. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature

and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

District: Peace Creek Community

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

	our react creen community
Develo	opment DistrictDocuSigned by:
	Adam Morgan
By:	Adam Morgan D8F17F6DF603436
Its:	Chairman
Assign	nor: S&S Towing & Recovery LLC
By:	*16°AV1EF\$ANTOS
Its:	OWNER
Assign	nee: Downtown Tow & Hold LLC Rebecca Raymond
By:	Repecca Raymond
Its:	Owner

SECTION 7

SECOND AMENDMENT TO ACCESS AND UTILITY EASEMENT AGREEMENT

Prepared by and return to: TULA MICHELE HAFF, Esquire 135 North 6th Street, Second Floor Haines City, FL 33844-4247

Phone: 863-421-2626

Parcel ID Number: 262936-000000-013020

SECOND AMENDMENT TO ACCESS AND UTILITY EASEMENT AGREEMENT

WITNESSETH:

WHEREAS, the District, 653 Commercial, LLC and 653TH, LLC, are the current land owners and parties in interest in that certain ACCESS AND UTILITY EASEMENT AGREEMENT, dated February 11, 2022, filed for record February 15, 2022 in O.R. Book 12118, Page 1524, Public Records of Polk County, Florida, as amended by that First Amendment to Access and Utility Easement Agreement, dated August 23, 2022, filed for record August 24, 2022 in O.R. Book 12392, Page 2013, Public Records of Polk County, Florida (collectively the "Easement").

WHEREAS, a portion of the dominant estate owned by 653TH, LLC is part of the District and as such the Parties desire to release that portion of the dominant estate specifically described in the attached Exhibit "A" from the benefits and burdens of the Easement.

NOW, THEREFORE, the Easement is hereby amended as follows:

- 1. <u>Recitals</u>. The above recitals are true and correct and are incorporated herein by reference. Capitalized terms which are not defined in this Second Amendment shall have their meaning as defined in the Easement, unless the context herein requires otherwise.
- 2. <u>Dominant Estate Property</u>. That portion of the dominant estate currently owned by 653TH, LLC and specifically described in the attached Exhibit "A" is hereby released and otherwise removed in its entirety from the ACCESS AND UTILITY EASEMENT AGREEMENT, dated February 11, 2022, filed for record February 15, 2022 in O.R. Book 12118, Page 1524, Public Records of Polk County, Florida. The Easement shall remain in effect with respect to all remaining 653TH, LLC Property and 653 Commercial, LLC property as described in Exhibit B of the Easement except as specifically modified hereby.

3. <u>Operation</u>. Nothing contained in this Second Amendment shall be construed to alter, affect, impair or otherwise diminish the operation or effect of those terms and provisions of the Easement which were not expressly and specifically changed, amended or modified hereby.

IN WITNESS WHEREOF, the parties have executed and delivered this Second Amendment effective as of the date and year first set forth above.

Signed, sealed and delivered in our presence:	Peace Creek Community Development District, a local unit of special-purpose government established under Chapter 190 of the Florida Statutes		
Witness #1 Signature Print:			
Address:	By: Adam Morgan Chairperson Board of Supervisors		
Witness #2 Signature Print:	Board of Supervisors		
Address:			
STATE OF FLORIDA COUNTY OF			
or [] online notarization, this Chairperson of the Board of Supervisor	acknowledged before me by means of [] physical presence day of 2025, by Adam Morgan, as ors of PEACE CREEK COMMUNITY DEVELOPMENT personally known to me or [] has provided identification.		
My Commission Expires:	Notary Public		

SECOND AMENDMENT TO ACCESS AND UTILITY EASEMENT AGREEMENT

Signed, sealed and delivered in our presence:	653TH, LLC, a Florida limited liability company
Witness #1 Signature Print: Address	By: Center State Development 2, LLC, a Florida limited liability company, as Manager By: HRB Land Investments, LLC, a Florida limited liability company, its Manager
Witness #2 Signature Print: Address	By: Harold R. Baxter, Manager
STATE OF FLORIDA COUNTY OF POLK	
or [] online notarization, this d HRB Land Investments, LLC, a Florida Development 2, LLC, a Florida limited	cknowledged before me by means of [X] physical presence ay of, by Harold R. Baxter as Manager of da limited liability company, as Manager of Center State I liability company, as Manager of 653TH, LLC, a Florida the company. He [X] is personally known to me or [] has as identification.
My Commission Expires:	Notary Public

SECOND AMENDMENT TO ACCESS AND UTILITY EASEMENT AGREEMENT

Signed, sealed and delivered in our presence:	653 COMMERCIAL, LLC, a Florida limited liability company
	By: Center State Commercial, LLC, a Florida limited liability company, as Manager
Witness #1 Signature	
Print:	By: HRB Commercial Investments, LLC,
	a Florida limited liability company,
Address	its Manager
Witness #2 Signature	By:
Print:	Harold R. Baxter, Manager
1 IIII	Harold R. Daxier, Manager
Address	
STATE OF FLORIDA	
COUNTY OF POLK	
	acknowledged before me by means of [X] physical presence day of 2025, by Harold R. Baxter as
	nents, LLC, a Florida limited liability company, as Manager
of Center State Commercial, LLC,	a Florida limited liability company, as Manager of 653
	ted liability company, on behalf of the company. He [X] is
personally known to me or [] has pro	ovided as identification.
My Commission Expires:	
wry Commission Expires.	Notary Public
	1101111 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

Exhibit A

Released Property

Parcel ID #262936-000000-013020

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36; THENCE SOUTH 00°30'23" EAST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 9.10 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE SOUTH 00°30'23" EAST ALONG SAID EAST BOUNDARY, THE SAME ALSO BEING THE WESTERLY BOUNDARY OF LOTS 203 THROUGH 227 OF PEACE CREEK RESERVE AND RECORDED IN PLAT BOOK 197, PAGES 5-15 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, FOR A DISTANCE OF 1277.80 TO THE NORTHERLY RIGHT-OF-WAY OF OLD BARTOW-LAKE WALES ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY AND NORTHERLY ALONG SAID RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES: 1.) SOUTH 89°47'47" WEST, A DISTANCE OF 206.91 FEET; THENCE 2.) SOUTH 89°55'13" WEST, A DISTANCE OF 252.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 3.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND THE AFORESAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE/DELTA OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 4.) NORTH 00°20'59" WEST, A DISTANCE OF 381.06 FEET; THENCE NORTH 00°14'00" WEST, A DISTANCE OF 221.26 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12918, PAGES 456-458 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE RIGHT-OF-WAY OF OLD BARTOW-LAKE WALES ROAD, NORTH 89°46'36" EAST ALONG THE SOUTH BOUNDARY OF THE AFOREMENTIONED LANDS. A DISTANCE OF 284.48 FEET TO THE EAST BOUNDARY OF SAID LANDS; THENCE NORTH 00°01'03" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 470.01 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF TRACT "I" OF PEACE CREEK RESERVE AS RECORDED IN PLAT BOOK 197, PAGES 5-15 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°46'36" EAST ALONG THE SOUTH LINE OF SAID TRACT "I", A DISTANCE OF 145.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 455.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AND STILL ALONG THE SOUTH LINE OF SAID TRACT "I", THROUGH A CENTRAL ANGLE/DELTA OF 24°14'23" (CHORD = 191.06 FEET, CHORD BEARING = NORTH 77°39'24" EAST) FOR A DISTANCE OF 192.49 FEET AND RETURNING TO THE POINT OF BEGINNING.

SECTION 8

SECTION A



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

То:	Peace Creek Reserve CDD	Contact: Tricia Adams
Address:	Winter Haven	Phone:
		Fax:
Project Name:	Peace Creek Reserve Pond 200 Repair	Bid Number: 25-843
Project Location:	Winter Haven, FL	Bid Date: 10/22/2025

1 TOJCCC EOCO	Winter Haven, 12		Dia Date.	10/22/2023	
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
GENERAL CO	NDITIONS				
	Mobilization	1.00	LS	\$606.02	\$606.02
	Construction Layout & As-Builts	1.00	LS	\$4,696.20	\$4,696.20
	Soil Testing	1.00	LS	\$919.04	\$919.04
	Maintenance Of Traffic - Misc Signs And Cones	1.00	LS	\$841.61	\$841.61
		Total Price for above GENE	RAL CON	DITIONS Items:	\$7,062.87
STORM					
	12" HP Storm Pipe	40.00	LF	\$75.95	\$3,038.00
	12" ADS MES	1.00	EACH	\$2,333.35	\$2,333.35
	Type C Inlet	1.00	EACH	\$5,665.98	\$5,665.98
	Light Clean & Video	1.00	LS	\$5,403.16	\$5,403.16
		Total Price	e for abov	e STORM Items:	\$16,440.49
SITE EXCAVI	TION & GRADING				
	Import Clean Fill & Regrade Washed Out Area	18.00	CY	\$69.73	\$1,255.14
	Total	l Price for above SITE EXCA	/TION & G	RADING Items:	\$1,255.14
GRASSING					
	Sod Disturbed Areas	317.00	SY	\$5.15	\$1,632.55
		Total Price for	r above G l	RASSING Items:	\$1,632.55

Total Bid Price: \$26,391.05



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

То:	Peace Creek Reserve CDD	Contact: Tricia Adams
Address:	Winter Haven	Phone:
		Fax:
Project Name:	Peace Creek Reserve Pond 200 Repair	Bid Number: 25-843
Project Location:	Winter Haven, FL	Bid Date: 10/22/2025

Notes:

Please Note:

- * Tucker Paving Inc. promotes positive drainage, but due to existing elevations ponding may occur; we cannot guarantee 100% drainage due to existing elevations. On projects that include an overlay, the overlay will follow the contour of the existing surface and Tucker Paving, Inc. cannot guarantee and will not be liable for drainage issues in the work area. Achievement of guaranteed positive water flow involves take site elevations, milling, installing drainage systems and re-grading of base. Please let Tucker Paving, Inc. know if your water situation is dire enough to warrant an estimate for these additional scopes of work. It is recommended that properties with extreme drainage issues be properly engineered before performing any type of work.
- * Tucker Paving, Inc. is not responsible for permits, permit fees, and/or obtaining permits. Permits are the sole responsibility of the property owner. Pricing excludes permits, fees, testing, as-builts, surveying, staking, utility location and adjustment or relocation.
- * Tucker Paving, Inc. is not responsible for reflective cracking.
- * When paving over concrete or cement type base material, new asphalt will crack. There is No warranty/guarantee when paving over concrete pavement.
- * Tucker Paving, Inc. is not responsible for residents tracking tack material on driveways: this also includes any tracking on surrounding roadways.
- * Tucker Paving, Inc. cannot be held responsible for any damage caused to any concrete surfaces while performing our portion of the proposed work. Damages may result from milling, sweeping, paving, rolling, or tracking. This includes scratches, scrapes, scuffs, tracking, cracking, etc. along the edges of concrete driveways & curbing (painted and non-painted surfaces)
- * Tucker Paving, Inc. is not responsible for future settling of previous asphalt and/or base problem areas
- * Tucker Paving, Inc. is not responsible for backfilling the edges/sides of the newly paved roads/lots. This should be done with clean fill dirt and/or sod not included.
- * Tucker Paving, Inc. is not responsible for repairing damage due to tire scuffing or power steering marks (also known as tire tears) and cannot guarantee against these marks.
- * Areas where hand work (lute/rake) and/or vibratory plate tamp are used, asphalt will be more coarse than areas paved with the machine.
- * Pavement edges will not be straight unless it is bordered with curbing, concrete, or other permanent structure.
- * Tucker Paving, Inc. is not responsible for asphalt pavement that is installed in front of dumpsters that will rut over time beacuse of the weight of garbage vehicles stopping in that area over and over again.
- * Tucker Paving, Inc. is not liable for damage to trees due to saw-cutting, milling, or excavating of tree roots in pavement area.
- * Tucker Paving, Inc is not responsible for the preparation of existing curbs and/or wheel stops to be painted. Preparation of these items is the customer/owner responsibility (i.e., scraping, pressure washing, cleaning etc...)
- * Customer is responsible for any towing charges incurred, if vehicles need to be towed so that we can complete our work. Vehicles must be removed by 7:00 AM the day of work. Crew downtime waiting for vehicles/trailers/boats to be moved will be charged at a rate of \$250 per hour. Towing is the management's/customers full responsibility.
- * Tucker Paving, Inc. Warranty one year material and workmanship excludes sealer, existing base and subbase failure beyond our control.



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

To:	Peace Creek Reserve CDD	Contact: Tricia Adams
Address:	Winter Haven	Phone:
		Fax:
Project Name:	Peace Creek Reserve Pond 200 Repair	Bid Number: 25-843
Project Location:	Winter Haven, FL	Bid Date: 10/22/2025

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	Tucker Paving, Inc.
Buyer:	
Signature:	Authorized Signature:
Date of Acceptance:	Estimator: Aaron Lipham
	863-299-2262 alipham@tuckerpaving.com

SECTION B

ESTIMATE

Coscia Land Management LLC 3363 Masterpiece Rd. Lake Wales, FL 33898 coscialandmanagement@gmail.com +1 (863) 585-7332



Bill to

Hunter Engineering 4900 Dundee Rd Winter Haven, FL 33884 Ship to

Hunter Engineering 4900 Dundee Rd Winter Haven, FL 33884

Estimate details

Estimate no.: 1454

Estimate date: 09/08/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Washout Repair	-18 CY clean fill dirt -2,200 SF bahia sod -2,200 SF erosion blanket	1	\$5,820.00	\$5,820.00
2.		Storm Drainage Installation	-24" Nyloplast basin -18" HDPE (40')	1	\$6,300.00	\$6,300.00

Total \$12,120.00

Note to customer

Peace Creek Reserve Subdivision- Pond Slope Washout/ Drainage Correction

Accepted date

Accepted by

SECTION 9

SECTION C

Peace Creek Reserve CDD

Field Management Report



November 4th, 2025 Allen Bailey – Field Manager GMS

Complete

Stop Sign



A stop sign has been replaced in phase 3 to help traffic.

Umbrella



The new umbrella has been installed at the pool.

Review

Amenity Palm



♣ A fox tail palm was lost at the amenity, and the replacement has been installed to keep the overall look of the amenity.

Amenity Door



♣ The amenity door was reported to have issues. It has been reviewed and minor adjustments have been made.

Review

Dry Ponds



The dry ponds were disced, and there is no major growth seen in the ponds.





Review

District Landscape

The district landscape around the perimeter had an issue that the landscaper is looking into.



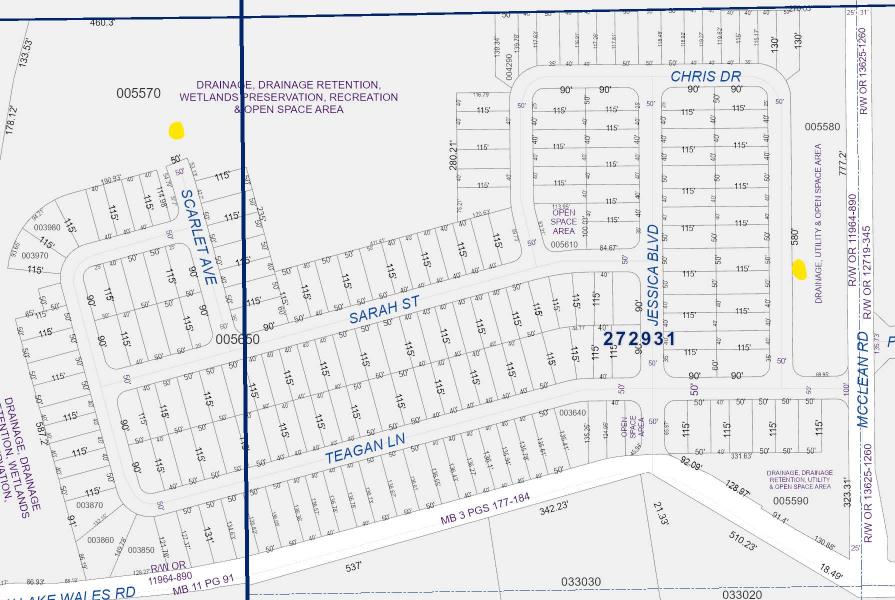
Conclusion

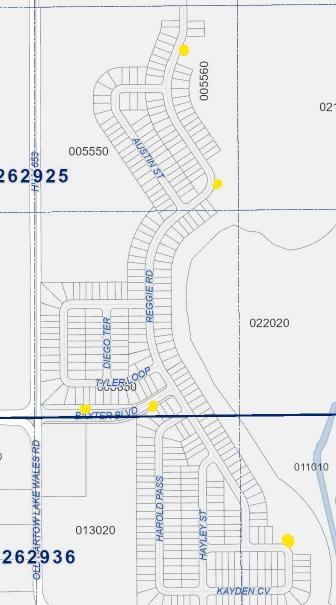
For any questions or comments regarding the above information, please contact me by phone at 407-460-4424, or by email at abailey@gmscfl.com. Thank you.

Respectfully,

Allen Bailey

SECTION i





SECTION a)



PROPOSAL

DATE

CUSTOMER NAME

ADDRESS

REQUESTED BY

LOCATION OF JOB

September 4, 2025

Peace Creek Phase

Davenport

Allen Bailey

Community Area

Pet stations trash removal, serviced 2 times a week, 7 pet stations, (\$50.00 each)

\$ 350.00 monthly

Materials and equipment are included on the proposal

Please call us if you have any question and thank you for your business, we appreciate it very much.

Sincerely,

CSS Clean Star Services of Central Florida, INC

Tracy Chacon (407) 456-9174 tchacon@starcss.com

Sandro Di Lollo (407) 668-1338 sdilollo@starcss.com

SECTION b)



Peace Creek Reserve Winter Haven

09/09/2025

Outline

- About Pawsitive Scooper

- Common Area Cleaning

- Options & Pricing





Why Choose Pawsitive Scooper?

- Licensed and Insured
- #1 Pooper Scooper in Polk County
- Full Service Staff (We answer the phone!)
- Waste Removal & Sanitation
- 15+ Five Star Google Reviews











PEACE CREEK RESERVE

Proposed & Optional Waste Stations









Approx 700 Sq ft.

Notes Regarding this Property



- Dog waste in common areas and sidewalks
- Absence of pet waste stations in community
- Neighbors complain about dog owners not picking up after their pets
- Approximately 700 sq. ft (subject to change) in total to be cleaned around waste stations.
- Install/maintain up to 7 waste stations twice a week (station locations are subject to change).
- The initial clean up will include cleaning & sanitation in targeted areas and throughout the community.

Itemization (2X Weekly Service):

Quantity	Description	Unit Price	Number of Services	Annual Amount
7	Dog Waste Stations (Bag+Can)	\$289.00	7	\$ (One time fee)
7	Station Installation	\$93.75	7	\$ (One time fee)
1	Initial Cleanup of Property Approx. 700 Sq Ft.	\$238.48	1	\$238.48 (One time fee)
7	Weekly Station Service, Bag Replacement & waste disposal.	\$11.53	52	\$4200.00
7	Weekly Common Area Cleaning Approx. 700 Sq Ft.	\$2.17	52	\$120.74

One Time Fees

Initial Cleanup: \$238.48
Dog Waste Stations: \$2164.61
Station Installation: \$702.19

Total: \$ 2164.61

Recurring Service Costs:

Annual Service Total: \$4200

Monthly Service Payment: \$ 350.00

10% Pay in Full Discount Available | Price Totals Include Tax

Itemization (Weekly Service):

Quantity	Description	Unit Price	Number of Services	Annual Amount
4	Dog Waste Stations (Bag+Can)	\$289.00	4	\$1236.92 (One time fee)
4	Station Installation	\$93.75	4	\$401.25 (One time fee)
1	Initial Cleanup of Property Approx. 400 Sq Ft.	\$157.40	1	\$157.40 (One time fee)
4	Weekly Station Service, Bag Replacement & waste disposal.	\$15.95	52	\$3614.28
4	Weekly Common Area Cleaning Approx. 400 Sq Ft.	\$1.24	52	\$68.99

One Time Fees

Initial Cleanup: \$\frac{157.40}{200}\$
Dog Waste Stations: \$\frac{1236.92}{200}\$
Station Installation: \$\frac{401.25}{200}\$

<u>Total: \$ 1236.92</u>

Recurring Service Costs:

Annual Service Total: \$3683.27 Monthly Service Payment: \$306.94

10% Pay in Full Discount Available | Price Totals Include Tax

Terms & Conditions

Common Area Cleaning:

- Does <u>not</u> include: Micro debris (Cigarettes, needles, glass, etc), large items (bigger than scoop buckets), or hazmat materials.
- We will not be able to fully clean up pet waste that is covered by leaves, yard debris, or encased in ice.

Station Service:

- Pawsitive Scooper will need keys to pet waste stations before servicing.
- If station installation is delayed due to weather or supply chain issues, our team will clean around where the station is to be installed at the same cost until they arrive.
- Final station locations must be approved in writing.

Notices:

- Either party may cancel recurring service with 45 days written notice.
- Pawsitive Scooper will provide 60 days written notice for any future price increases.

Billing:

- One time/initial payment is due upon completion of this agreement.
- Monthly invoices will be sent on the 1st of each month prior to services being completed. (Net 15)
- Services completed during the first partial month will be added to the first monthly invoice.
- Invoices that are more than 30 days past due may be subject to late fees and interest penalties.

Emergency Service:

- Pawsitive Scooper may be able to provide extra service frequencies in the event of station vandalism, overflowing trash cans, or excess pet waste.
- If an additional visit is required, Pawsitive Scooper will add the service charge on the next invoice.

Agreement Term:

• This agreement will continue to renew on a monthly basis until canceled in writing by either party.

Peace Creek Reserve approves this proposal:

. 16	
Title:	
Signature:	

Name[•]

Date:

SECTION D

SECTION i

Peace Creek Community Development District

Summary of Check Register

August 01, 2025 to September 30, 2025

Fund	Date	Check No.'s	Amount
General Fund			
	8/4/25	270-273	\$ 13,227.33
	8/8/25	274-279	\$ 21,425.31
	8/13/25	280-281	\$ 75,770.68
	8/15/25	282-283	\$ 11,486.35
	9/19/25	284-290	\$ 24,122.90
	9/26/25	291-295	\$ 22,817.73
		Total Amount	\$ 168,850.30

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/29/25 PAGE 1

*** CHECK DATES 08/01/2025 - 09/30/2025 *** PEACE CREEK - GENERAL FUND
BANK A GENERAL FUND

				BA	NK A GENERAL FUND			
CHECK DATE	VEND#	DATE	OICE INVOICE	EXPENSED TO YRMO DPT ACCT# S	VENDOR NAME UB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
8/04/25	00018	7/11/25	112909	202507 330-57200-3 N CONTROLLER	4500	*	1,358.33	
			INCEPTION	N CONTROLLER	CURRENT DEMANDS ELECTRICAL &			1,358.33 000270
8/04/25	00001			 202506 330-57200-4 MAILBOX PRSR WASH		*	909.00	
					GOVERNMENTAL MANAGEMENT SERVICE	*		
8/04/25	00011	7/01/25	LANDSCAPI	202507 320-53800-4 E MAINT- JUL25			2,300.00	
					PRINCE & SONS INC.			9,560.00 000272
8/04/25	00020	7/01/25	28113	202507 330-57200-4 NTENANCE- JUL25		*	1,400.00	
					MCDONNELL CORPORATION DBA			1,400.00 000273
8/08/25	00018		24230	202507 330-57200-4 I IN ELEC ROOM	8000	*	252.50	
			RPLC GFC.	I IN ELEC ROOM	CURRENT DEMANDS ELECTRICAL &			252.50 000274
8/08/25	00007	8/01/25		202507 310-51300-3 ING 7/08/25	1100	*	375.00	
			BOS MEET.	ING 7/08/25	HUNTER ENGINEERING, INC.			375.00 000275
8/08/25	00019	7/12/25		202507 330-57200-4 TROL JUL25	8100	*	60.00	
					MASSEY SERVICES, INC.			60.00 000276
8/08/25	00016	8/04/25		 202508 300-20700-1 X RCPT- S23	0300	*	17,540.17	
			1111 1111 1111		PEACE CREEK CDD C/O USBANK			17,540.17 000277
8/08/25	00020			202507 330-57200-4 2 NEW LIFE RINGS		*	350.00	
					MCDONNELL CORPORATION DBA			350.00 000278
8/08/25	00026	7/31/25	12243982	202507 330-57200-3		*	2,847.64	
			SECURITY	SVCS- JUL25	SECURITAS SECURITY SERVICES USA	A,INC		2,847.64 000279
8/13/25	00018	8/01/25	112915	202508 330-57200-3			770.68	
			WIRE AND	INSTALL 8/1/25	CURRENT DEMANDS ELECTRICAL &			770.68 000280
8/13/25	00033	8/12/25		 202508		*	75,000.00	
			FY2025 C	AP RES TRANSFER	PEACE CREEK CDD BANK UNITED			75,000.00 000281

PEAC PEACE CREEK CD IARAUJO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/29/25 PAGE 2
*** CHECK DATES 08/01/2025 - 09/30/2025 *** PEACE CREEK - GENERAL FUND

^^^ CHECK DATES U8/U1/.	2025 - 09/30/2025 ^^^ P B	BANK A GENERAL F	UND			
CHECK VEND#II DATE DATE	NVOICE EXPENSED TO INVOICE YRMO DPT ACCT#	SUB SUBCLASS	ENDOR NAME	STATUS	AMOUNT	CHECK
8/15/25 00001 8/01/2	25 97 202508 320-53800-	34000		*	1,437.50	
8/01/2	FIELD MANAGEMENT AUG25 25 98 202508 310-51300-	34000		*	3,541.67	
8/01/2	MANAGEMENT FEES AUG25 25 98 202508 310-51300-	35200		*	105.00	
8/01/2	WEBSITE ADMIN AUG25 25 98 202508 310-51300-	35100		*	157.50	
8/01/2	INFORMATION TECH AUG25 25 98 202508 310-51300-	31300		*	520.83	
8/01/2	25 98 202508 330-57200-			*	1,041.67	
8/01/2	25 98 202508 310-51300-	51000		*	4.30	
8/01/2	OFFICE SUPPLIES AUG25 25 98 202508 310-51300-	42000		*	51.88	
	POSTAGE AUG25	GOVERNMENTAL	MANAGEMENT SERVICES-CF			6,860.35 000282
8/15/25 00002 8/13/2	25 12909 202507 310-51300-	31500		*	4,626.00	
	GENERAL COUNSEL JUL25	KILINSKI VAN	WYK PLLC			4,626.00 000283
9/19/25 00022 7/24/2	25 15580 202507 330-57200- CLEANING SVCS JUL25	48200		*	775.00	
8/27/2	25 15820 202508 330-57200-	48200			775.00	
	CLEANING SVCS AUG25	CSS CLEAN STA	R SERVICES			1,550.00 000284
	25 100 202509 310-51300- MANAGEMENT FEES SEPT25	34000		*	3,541.67	
9/01/2	25 100 202509 310-51300-	35200		*	105.00	
9/01/:	25 100 202509 310-51300- INFORMATION TECH SEPT25			*	157.50	
	25 100 202509 310-51300- DISSEM AGENT SVCS SEPT25	31300		*	520.83	
9/01/2	25 100 202509 330-57200- AMENITY ACCESS SEPT25	12000		*	1,041.67	
9/01/2	25 100 202509 310-51300- OFFICE SUPPLIES SEPT25	51000		*	.78	
	25 100 202509 310-51300-				19.32	
		GOVERNMENTAL	MANAGEMENT SERVICES-CF			5,386.77 000285
9/19/25 00007 9/16/2	25 22514 202508 310-51300- BOS MEETING 8/12/25	31100		*	250.00	
		HUNTER ENGINE	ERING, INC.			250.00 000286

PEAC PEACE CREEK CD IARAUJO

AP300R	YEAR-TO-DATE	: ACCOUNTS PAYABL	E PREPAID/COMPUTER	CHECK REGISTER	RUN 10/29/25
*** GITEGIT DIFFE 00 (01 (000E	00/20/0005 ###	DEAGE OPERIC OF	ATERNAT FIRM		

PAGE 3

*** CHECK DATES 08/01/2025 - 09/30/2025 *** PEACE CREEK - GENERAL FUND

	В	ANK A GENERAL FUND			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
9/19/25 00002	9/13/25 13143 202508 310-51300- GENERAL COUNSEL AUG25	31500	*	2,399.60	
		KILINSKI VAN WYK PLLC			2,399.60 000287
9/19/25 00011	8/01/25 19369 202508 320-53800- LANDSCAPE MAINT AUG25			9,560.00	
	8/27/25 19735 202508 320-53800- RPLC SPRAYS & SOLENOIDS	47300	*	297.97	
		PRINCE & SONS INC.			9,857.97 000288
9/19/25 00020	8/01/25 28465 202508 330-57200- POOL MAINTENANCE AUG25	48500	*	1,400.00	
	8/07/25 28525 202508 330-57200- REPLACE 1 GAS SPRING		*	195.00	
	8/11/25 28554 202508 330-57200- INSTALL NEW TORO VALVE	48000	*	120.00	
	INSTALL NEW TORO VALVE	MCDONNELL CORPORATION D	BA		1,715.00 000289
9/19/25 00026	8/31/25 12281634 202508 330-57200- SECURITY SVCS AUG25	34500	*	2,963.56	
		SECURITAS SECURITY SERV	ICES USA, INC		2,963.56 000290
9/26/25 00005	9/12/25 29169 202509 300-15500- PKG RENEWAL POLICY FY26	10000	*	18,955.00	
		EGIS INSURANCE & RISK A	DVISORS		18,955.00 000291
9/26/25 00019	8/29/25 66669743 202508 330-57200- PEST CONTROL AUG25	48100	*	60.00	
		MASSEY SERVICES, INC.			60.00 000292
9/26/25 00011	7/30/25 19527 202507 320-53800- RPLC SPRAY & ROTOR	47300	*	134.69	
		PRINCE & SONS INC.			134.69 000293
9/26/25 00020	9/01/25 28871 202509 330-57200- POOL MAINTENANCE SEPT25	48500	*	1,400.00	
		MCDONNELL CORPORATION D			1,400.00 000294
9/26/25 00026	6/30/25 12210484 202506 330-57200- SECURITY SVCS JUN25	34500	*	2,268.04	
		SECURITAS SECURITY SERV	ICES USA, INC		2,268.04 000295
		TOTA	L FOR BANK A	168,850.30	
		TOTA	L FOR REGISTER	168,850.30	

PEAC PEACE CREEK CD IARAUJO



Community Development District

Unaudited Financial Reporting

September 30, 2025



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Community Development District Combined Balance Sheet

September 30, 2025

		General	D	ebt Service	Capital Projects		Сај	pital Projects	Totals		
	Fund			Fund		Fund		Fund		Governmental Funds	
Assets:											
Operating Account	\$	242,343	\$	-	\$	75,356	\$	-	\$	317,699	
Due from General Fund	\$	-	\$	67	\$	-	\$	-	\$	67	
Prepaid Expenses	\$	18,955	\$	-	\$	-	\$	-	\$	18,955	
Investments:											
Series 2023											
Reserve	\$	-	\$	400,906	\$	-	\$	-	\$	400,906	
Revenue	\$	-	\$	360,931	\$	-	\$	-	\$	360,931	
Construction	\$	-	\$	-	\$	-	\$	40,609	\$	40,609	
Series 2025											
Reserve	\$	-	\$	173,894	\$	-	\$	-	\$	173,894	
Revenue	\$	-	\$	1,475	\$	-	\$	-	\$	1,475	
Interest	\$	-	\$	68,166	\$	-	\$	-	\$	68,166	
Construction	\$	-	\$	-	\$	-	\$	1,523,038	\$	1,523,038	
Cost of Issuance	\$	-	\$	-	\$	-	\$	107	\$	107	
Total Assets	\$	261,298	\$	1,005,439	\$	75,356	\$	1,563,754	\$	2,905,848	
Liabilities:											
Accounts Payable	\$	24,493	\$		\$		\$		\$	24,493	
Due to Debt Service	\$	67	\$	_	\$	-	\$	_	\$	67	
Due to Debt Service	Þ	67	Þ	-	Ф	-	Ф	-	Ф	07	
Total Liabilites	\$	24,560	\$	-	\$	-	\$	-	\$	24,560	
Fund Balance:											
Assigned for:											
Capital Reserves	\$	-	\$	-	\$	75,356	\$	-	\$	75,356	
Nonspendable:											
Prepaid Items	\$	18,955	\$	-	\$	-	\$	-	\$	18,955	
Restricted for:											
Debt Service-S2023	\$	-	\$	761,904	\$	-	\$	-	\$	761,904	
Debt Service-S2025	\$	-	\$	243,535	\$	-	\$	-	\$	243,535	
Capital Projects-S2023	\$	-	\$	-	\$	-	\$	40,609	\$	40,609	
Capital Projects-S2025	\$	-	\$	-	\$	-	\$	1,523,145	\$	1,523,145	
Unassigned	\$	217,784	\$	-	\$	-	\$	-	\$	217,784	
Total Fund Balances	\$	236,739	\$	1,005,439	\$	75,356	\$	1,563,754	\$	2,881,288	
Total Liabilities & Fund Balance	\$	261,298	\$	1,005,439	\$	75,356	\$	1,563,754	\$	2,905,848	

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Pro	Prorated Budget		Actual		
		Budget	Thr	Thru 09/30/25		Thru 09/30/25		ariance
Revenues:								
Asssessments - On Roll	\$	571,619	\$	571,619	\$	574,910	\$	3,291
Assessments - Direct	\$	23,458	\$	23,457	\$	23,457	\$	-
Miscellaneous Income	\$	-	\$	-	\$	120	\$	120
Total Revenues	\$	595,076	\$	595,076	\$	598,487	\$	3,411
Expenditures:								
General & Administrative:								
Supervisor Fees	\$	12,000	\$	12,000	\$	8,400	\$	3,600
FICA Expense	\$	918	\$	918	\$	643	\$	27
Engineering	\$	15,000	\$	15,000	\$	4,125	\$	10,87
Attorney	\$	25,000	\$	25,000	\$	29,298	\$	(4,29
Annual Audit	\$	5,000	\$	5,000	\$	5,000	\$	
Assessment Administration	\$	5,250	\$	5,250	\$	5,250	\$	
Arbitrage	\$	450	\$	450	\$	450	\$	
Dissemination	\$	5,250	\$	5,250	\$	5,750	\$	(500
Trustee Fees	\$	4,020	\$	4,020	\$	4,246	\$	(226
Management Fees	\$	42,500	\$	42,500	\$	42,500	\$	
Information Technology	\$	1,890	\$	1,890	\$	1,890	\$	
Website Maintenance	\$	1,260	\$	1,260	\$	1,260	\$	
Postage & Delivery	\$	750	\$	750	\$	2,963	\$	(2,213
Insurance	\$	5,720	\$	5,720	\$	5,564	\$	156
Copies	\$	750	\$	750	\$	0	\$	750
Legal Advertising	\$	2,500	\$	2,500	\$	6,141	\$	(3,64)
Contingency	\$	2,500	\$	2,500	\$	438	\$	2,062
Office Supplies	\$	625	\$	625	\$	27	\$	598
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	175	\$	
Total General & Administrative	\$	131,558	\$	131,558	\$	124,120	\$	7,438

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted Prorated Budget		rated Budget		Actual		
		Budget	Thr	u 09/30/25	Thru 09/30/25			Variance
Operations & Maintenance								
Field Expenditures:	¢	15,000	¢	15 000	¢	10.266	ф	(4.266)
Property Insurance	\$,	\$ \$	15,000	\$	19,266	\$	(4,266)
Field Management	\$	17,250		17,250	\$	17,250	\$	(1(020)
Landscape Maintenance	\$	99,540	\$	99,540	\$	116,470	\$	(16,930)
Landscape Replacement	\$	15,000	\$	15,000	\$	1,625	\$	13,375
Streetlights	\$	33,770	\$	33,770	\$	18,714	\$	15,056
Electric	\$	7,260	\$	7,260	\$	836	\$	6,424
Water & Sewer	\$	50,000	\$	50,000	\$	38,613	\$	11,387
Sidewalk & Asphalt Maintenance	\$	2,500	\$	2,500	\$	-	\$	2,500
Irrigation Repairs	\$	10,000	\$	10,000	\$	2,550	\$	7,450
General Repairs & Maintenance	\$	10,000	\$	10,000	\$	9,898	\$	102
Contingency	\$	7,500	\$	7,500	\$	-	\$	7,500
Subtotal Field Expenditures	\$	267,820	\$	267,820	\$	225,221	\$	42,599
Amenity Expenditures:								
Amenity - Electric	\$	15,863	\$	15,863	\$	6,190	\$	9,673
Amenity - Water	\$	12,000	\$	12,000	\$	5,054	\$	6,946
Internet	\$	2,000	\$	2,000	\$	1,257	\$	743
Pest Control	\$	735	\$	735	\$	540	\$	195
Janitorial Service	\$	9,300	\$	9,300	\$	9,325	\$	(25)
Security Services	\$	34,000	\$	34,000	\$	35,896	\$	(1,896)
Pool Maintenance	\$	16,800	\$	16,800	\$	17,250	\$	(450)
Pool Permit	\$	10,000	\$	10,000	\$	280	\$	(280)
Amenity Repairs & Maintenance	\$	10,000	\$	10,000	\$	6,957	\$	3,043
Amenity Access Management	\$	12,500	\$	12,500	\$	12,500	\$	(0)
	\$	7,500	\$	7,500	\$	12,300	\$	7,500
Contingency	Ф	7,300	Φ	7,300	Ф	-	Ф	7,300
Subtotal Amenity Expenditures	\$	120,698	\$	120,698	\$	95,249	\$	25,450
Total Operations & Maintenance	\$	388,518	\$	388,518	\$	320,470	\$	68,048
Total Expenditures	\$	520,076	\$	520,076	\$	444,590	\$	75,486
Excess (Deficiency) of Revenues over Expenditures	\$	75,000			\$	153,897		
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	75,000	\$	75,000	\$	75,000	\$	_
Total Other Financing Sources/(Uses)	\$	75,000	\$	75,000	\$	75,000	\$	-
Net Change in Fund Balance	\$	-			\$	78,897		
Fund Balance - Beginning	\$	-			\$	157,842		
Fund Balance - Ending	\$				\$	236,739		
1 una balance - Lilumg	φ	-			Ψ	230,737		

Community Development District

Debt Service Fund Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Pror	Prorated Budget		Actual			
		Budget		Thru 09/30/25		Thru 09/30/25		Variance	
Revenues:									
Special Assessments	\$	801,813	\$	801,813	\$	806,431	\$	4,618	
Interest	\$	5,000	\$	5,000	\$	36,657	\$	31,657	
Total Revenues	\$	806,813	\$	806,813	\$	843,089	\$	36,276	
Expenditures:									
Interest - 12/15	\$	306,734	\$	306,734	\$	306,734	\$	-	
Principal - 06/15	\$	190,000	\$	190,000	\$	190,000	\$	-	
Interest - 06/15	\$	306,734	\$	306,734	\$	306,734	\$	-	
Total Expenditures	\$	803,469	\$	803,469	\$	803,469	\$	-	
Excess (Deficiency) of Revenues over Expenditures	\$	3,344	\$	3,344	\$	39,620	\$	36,276	
Other Financing Sources/(Uses):									
Transfer In/(Out)	\$	-	\$	-	\$	(16,458)	\$	(16,458)	
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	(16,458)	\$	(16,458)	
Net Change in Fund Balance	\$	3,344			\$	23,162			
Fund Balance - Beginning	\$	341,168			\$	738,742			
Fund Balance - Ending	\$	344,512			\$	761,904			

Community Development District

Debt Service Fund Series 2025

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted Budget		Prorated Budget		Actual			
			Thru (Thru 09/30/25		Thru 09/30/25		Variance
Revenues:								
Interest	\$	-	\$	-	\$	4,861	\$	4,861
Total Revenues	\$	-	\$	-	\$	4,861	\$	4,861
Expenditures:								
Interest - 05/01	\$	-	\$	-	\$	21,586	\$	(21,586)
Total Expenditures	\$	-	\$	-	\$	21,586	\$	(21,586)
Excess (Deficiency) of Revenues over Expenditures	\$		\$	-	\$	(16,725)	\$	26,447
Other Financing Sources/(Uses):								
Bond Proceeds	\$	-	\$	-	\$	263,646	\$	263,646
Transfer In/(Out)	\$	-	\$	-	\$	(3,386)	\$	(3,386)
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	260,260	\$	260,260
Net Change in Fund Balance	\$	-			\$	243,535		
Fund Balance - Beginning	\$	-			\$	-		
Fund Balance - Ending	\$	-			\$	243,535		

Community Development District

Capital Projects Fund-Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted Budget		Prorate	Prorated Budget Thru 09/30/25		Actual Thru 09/30/25		
			Thru (Variance
Revenues:								
Interest	\$	-	\$	-	\$	1,271	\$	1,271
Total Revenues	\$	-	\$	-	\$	1,271	\$	1,271
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	1,451	\$	(1,451)
Total Expenditures	\$	-	\$	-	\$	1,451	\$	(1,451)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	(180)		
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	-	\$	-	\$	16,458	\$	16,458
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	16,458	\$	16,458
Net Change in Fund Balance	\$	-			\$	16,278		
Fund Balance - Beginning	\$	-			\$	24,331		
Fund Balance - Ending	\$	-			\$	40,609		

Community Development District

Capital Projects Fund-Series 2025

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted		Prorated Budget		Actual			
	Budget		Thru 0	9/30/25	Th	ru 09/30/25	Variance	
Revenues:								
Interest	\$	-	\$	-	\$	36,781	\$	36,781
Total Revenues	\$	-	\$	-	\$	36,781	\$	36,781
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	518,467	\$	(518,467)
Capital Outlay - Cost of Issuance	\$	-	\$	-	\$	244,909	\$	(244,909)
Total Expenditures	\$	-	\$	-	\$	763,375	\$	(763,375)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	(726,594)		
Other Financing Sources/(Uses):								
Bond Proceeds	\$	-	\$	-	\$	2,246,354	\$	2,246,354
Transfer In/(Out)	\$	-	\$	-	\$	3,386	\$	3,386
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	2,249,740	\$	2,249,740
Net Change in Fund Balance	\$	-			\$	1,523,145		
Fund Balance - Beginning	\$	-			\$	-		
Fund Balance - Ending	\$	-			\$	1,523,145		

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted		Prora	ited Budget	Actual			
	1	Budget	Thru	09/30/25	Thru	1 09/30/25	Va	ariance
Revenues:								
Interest	\$	-	\$	-	\$	356	\$	356
Total Revenues	\$	-	\$	-	\$	356	\$	356
Expenditures:								
Contingency	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	356		
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	75,000	\$	75,000	\$	75,000	\$	-
Total Other Financing Sources/(Uses)	\$	75,000	\$	75,000	\$	75,000	\$	-
Net Change in Fund Balance	\$	75,000			\$	75,356		
Fund Balance - Beginning	\$	-			\$	-		
Fund Balance - Ending	\$	75,000			\$	75,356		

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Asssessments - On Roll	\$ - \$	41,138.42 \$	492,693 \$	4,572 \$	10,448.61 \$	2,156.70 \$	9,105.02 \$	2,243.83 \$	12,504.48 \$	- \$	- \$	47.72 \$	574,910
Assessments - Direct	\$ 11,728.60 \$	- \$	5,864.30 \$	- \$	- \$	- \$	- \$	5,864.30 \$	- \$	- \$	- \$	- \$	23,457
Developer Contributions	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Miscelleanous Income	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	60 \$	30 \$	- \$	- \$	30 \$	120
Total Revenues	\$ 11,729 \$	41,138 \$	498,557 \$	4,572 \$	10,449 \$	2,157 \$	9,105 \$	8,168 \$	12,534 \$	- \$	- \$	78 \$	598,487
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ - \$	800 \$	800 \$	- \$	- \$	1,800 \$	1,000 \$	- \$	1,000 \$	1,000 \$	1,000 \$	1,000 \$	8,400
FICA Expense	\$ - \$	61 \$	61 \$	- \$	- \$	138 \$	77 \$	- \$	77 \$	77 \$	77 \$	77 \$	643
Engineering	\$ - \$	1,625 \$	375 \$	- \$	250 \$	125 \$	125 \$	- \$	1,000 \$	375 \$	250 \$	- \$	4,125
Attorney	\$ 1,205 \$	2,930 \$	4,041 \$	1,777 \$	2,083 \$	1,814 \$	1,248 \$	815 \$	2,795 \$	4,626 \$	2,400 \$	3,565 \$	29,298
Annual Audit	\$ - \$	- \$	- \$	- \$	5,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Assessment Administration	\$ 5,250 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,250
Arbitrage	\$ - \$	- \$	- \$	- \$	- \$	450 \$	- \$	- \$	- \$	- \$	- \$	- \$	450
Dissemination	\$ 438 \$	438 \$	438 \$	438 \$	438 \$	438 \$	521 \$	521 \$	521 \$	521 \$	521 \$	521 \$	5,750
Trustee Fees	\$ - \$	- \$	- \$	- \$	- \$	- \$	4,246 \$	- \$	- \$	- \$	- \$	- \$	4,246
Management Fees	\$ 3,542 \$	3,542 \$	3,542 \$	3,542 \$	3,542 \$	3,542 \$	3,542 \$	3,542 \$	3,542 \$	3,542 \$	3,542 \$	3,542 \$	42,500
Information Technology	\$ 158 \$	158 \$	158 \$	158 \$	158 \$	158 \$	158 \$	158 \$	158 \$	158 \$	158 \$	158 \$	1,890
Website Maintenance	\$ 105 \$	105 \$	105 \$	105 \$	105 \$	105 \$	105 \$	105 \$	105 \$	105 \$	105 \$	105 \$	1,260
Postage & Delivery	\$ 49 \$	47 \$	148 \$	291 \$	106 \$	893 \$	44 \$	61 \$	861 \$	393 \$	52 \$	19 \$	2,963
Insurance	\$ 5,564 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,564
Printing & Binding	\$ - \$	- \$	- \$	- \$	- \$	0 \$	- \$	- \$	- \$	- \$	- \$	- \$	(
Legal Advertising	\$ 1,001 \$	- \$	- \$	647 \$	- \$	- \$	- \$	- \$	3,194 \$	- \$	- \$	1,299 \$	6,141
Contingency	\$ 41 \$	41 \$	41 \$	41 \$	43 \$	44 \$	44 \$	44 \$	44 \$	56 \$	- \$	- \$	438
Office Supplies	\$ 1 \$	1 \$	3 \$	3 \$	0 \$	3 \$	4 \$	3 \$	1 \$	3 \$	4 \$	1 \$	27
Dues, Licenses & Subscriptions	\$ 175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative	\$ 17,528 \$	9,746 \$	9,710 \$	7,000 \$	11,723 \$	9,509 \$	11,112 \$	5,248 \$	13,295 \$	10,854 \$	8,107 \$	10,286 \$	124,120

Peace Creek

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance													
Field Expenditures:													
Property Insurance	\$ 19,266 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	19,266
Field Management	\$ 1,438 \$	1,438 \$	1,438 \$	1,438 \$	1,438 \$	1,438 \$	1,438 \$	1,438 \$	1,438 \$	1,438 \$	1,438 \$	1,438 \$	17,250
Landscape Maintenance	\$ 11,310 \$	9,560 \$	9,560 \$	9,560 \$	9,560 \$	9,560 \$	9,560 \$	9,560 \$	9,560 \$	9,560 \$	9,560 \$	9,560 \$	116,470
Landscape Replacement	\$ - \$	1,625 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,625
Streetlights	\$ 1,515 \$	1,515 \$	1,515 \$	1,515 \$	1,544 \$	1,544 \$	1,594 \$	1,594 \$	1,594 \$	1,594 \$	1,594 \$	1,595 \$	18,714
Electric	\$ 21 \$	21 \$	21 \$	21 \$	22 \$	22 \$	22 \$	22 \$	22 \$	21 \$	22 \$	598 \$	836
Water & Sewer	\$ 11,126 \$	6,014 \$	1,813 \$	6,147 \$	1,453 \$	1,779 \$	1,419 \$	1,460 \$	1,694 \$	1,712 \$	1,314 \$	2,683 \$	38,613
Irrigation Repairs	\$ 274 \$	251 \$	- \$	360 \$	- \$	531 \$	71 \$	110 \$	93 \$	135 \$	363 \$	363 \$	2,550
General Repairs & Maintenance	\$ 922 \$	1,021 \$	3,450 \$	- \$	- \$	1,031 \$	2,019 \$	350 \$	- \$	454 \$	- \$	650 \$	9,898
Contingency	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Subtotal Field Expenditures	\$ 45,871 \$	21,444 \$	17,796 \$	19,040 \$	14,017 \$	15,905 \$	16,123 \$	14,533 \$	14,400 \$	14,913 \$	14,290 \$	16,887 \$	225,221
Amenity Expenditures:													
Amenity - Insurance	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Amenity - Electric	\$ 501 \$	505 \$	- \$	1,064 \$	477 \$	426 \$	526 \$	565 \$	524 \$	518 \$	563 \$	521 \$	6,190
Amenity - Water	\$ 660 \$	650 \$	1,012 \$	1,070 \$	208 \$	820 \$	605 \$	- \$	- \$	- \$	- \$	29 \$	5,054
Internet	\$ 104 \$	104 \$	104 \$	104 \$	104 \$	104 \$	104 \$	104 \$	104 \$	105 \$	105 \$	105 \$	1,257
Pest Control	\$ 60 \$	60 \$	- \$	- \$	60 \$	60 \$	60 \$	60 \$	60 \$	60 \$	60 \$	- \$	540
Janitorial Service	\$ 775 \$	775 \$	775 \$	775 \$	775 \$	775 \$	850 \$	775 \$	775 \$	775 \$	775 \$	725 \$	9,325
Security Services	\$ 2,036 \$	2,732 \$	2,732 \$	2,036 \$	2,499 \$	3,166 \$	2,500 \$	4,911 \$	2,496 \$	4,206 \$	3,734 \$	2,848 \$	35,896
Pool Maintenance	\$ 1,850 \$	1,400 \$	1,400 \$	1,400 \$	1,400 \$	1,400 \$	1,400 \$	1,400 \$	1,400 \$	1,400 \$	1,400 \$	1,400 \$	17,250
Pool Permit	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	280 \$	- \$	- \$	- \$	- \$	280
Amenity Repairs & Maintenance	\$ - \$	- \$	653 \$	- \$	521 \$	- \$	200 \$	2,183 \$	909 \$	603 \$	315 \$	1,574 \$	6,957
Amenity Access Management	\$ 1,042 \$	1,042 \$	1,042 \$	1,042 \$	1,042 \$	1,042 \$	1,042 \$	1,042 \$	1,042 \$	1,042 \$	1,042 \$	1,042 \$	12,500
Contingency	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Subtotal Amenity Expenditures	\$ 7,028 \$	7,269 \$	7,717 \$	7,491 \$	7,087 \$	7,794 \$	7,287 \$	11,321 \$	7,309 \$	8,709 \$	7,994 \$	8,243 \$	95,249
Total Operations & Maintenance	\$ 52,899 \$	28,712 \$	25,514 \$	26,531 \$	21,104 \$	23,699 \$	23,410 \$	25,854 \$	21,710 \$	23,622 \$	22,284 \$	25,130 \$	320,470
Total Expenditures	\$ 70,427 \$	38,458 \$	35,224 \$	33,531 \$	32,828 \$	33,208 \$	34,522 \$	31,102 \$	35,005 \$	34,476 \$	30,392 \$	35,416 \$	444,590
Excess (Deficiency) of Revenues over Expenditures	\$ (58,698) \$	2,680 \$	463,333 \$	(28,960) \$	(22,379) \$	(31,052) \$	(25,417) \$	(22,934) \$	(22,471) \$	(34,476) \$	(30,392) \$	(35,338) \$	153,897

PEACE CREEK CDD

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts Fiscal Year 2025

ON ROLL ASSESSMENTS

Gross Assessments \$ 614,642.91 \$ 862,165.71 \$ 1,476,808.62 Net Assessments \$ 571,617.91 \$ 801,814.11 \$ 1,373,432.02

								41.62%	58.38%	100.00%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Property Appraiser	Net Receipts	General Fund	Debt Series 2023	Total
				44						
11/13/24	10/21/24	\$924.49	(\$48.53)	(\$17.52)	\$0.00	\$0.00	\$858.44	\$357.28	\$501.16	\$858.44
11/19/24	11/01/24-11/07/24	\$21,364.32	(\$854.61)	(\$410.19)	\$0.00	\$0.00	\$20,099.52	\$8,365.35	\$11,734.17	\$20,099.52
11/26/24	11/08/24-11/15/24	\$82,786.74	(\$3,311.51)	(\$1,589.50)	\$0.00	\$0.00	\$77,885.73	\$32,415.79	\$45,469.94	\$77,885.73
12/06/24	11/16/24-11/26/24	\$707,693.10	(\$28,307.68)	(\$13,587.71)	\$0.00	\$0.00	\$665,797.71	\$277,102.83	\$388,694.88	\$665,797.71
12/20/24	11/27/24-11/30/24	\$536,778.54	(\$21,471.24)	(\$10,306.15)	\$0.00	\$0.00	\$505,001.15	\$210,179.82	\$294,821.33	\$505,001.15
12/27/24	12/01/24-12/15/24	\$29,375.94	(\$1,041.51)	(\$566.69)	\$0.00	\$0.00	\$27,767.74	\$11,556.84	\$16,210.90	\$27,767.74
12/30/24	Inv#4652210	\$0.00	\$0.00	\$0.00	\$0.00	(\$8,621.66)	(\$8,621.66)	(\$3,588.31)	(\$5,033.35)	(\$8,621.66)
12/30/24	Inv#4652211	\$0.00	\$0.00	\$0.00	\$0.00	(\$6,146.43)	(\$6,146.43)	(\$2,558.12)	(\$3,588.31)	(\$6,146.43)
01/10/25	12/16/24-12/31/24	\$11,555.18	(\$346.63)	(\$224.17)	\$0.00	\$0.00	\$10,984.38	\$4,571.66	\$6,412.72	\$10,984.38
02/03/25	10/01/24-12/31/24	\$0.00	\$0.00	\$0.00	\$2,021.94	\$0.00	\$2,021.94	\$841.52	\$1,180.42	\$2,021.94
02/10/25	01/01/25-01/31/25	\$24,034.86	(\$480.73)	(\$471.08)	\$0.00	\$0.00	\$23,083.05	\$9,607.09	\$13,475.96	\$23,083.05
03/07/25	02/01/25-02/28/25	\$5,341.08	(\$53.40)	(\$105.75)	\$0.00	\$0.00	\$5,181.93	\$2,156.70	\$3,025.23	\$5,181.93
04/07/25	03/01/25-03/31/25	\$22,237.35	\$0.00	(\$444.75)	\$0.00	\$0.00	\$21,792.60	\$9,070.01	\$12,722.59	\$21,792.60
04/30/25	01/01/25-03/31/25	\$0.00	\$0.00	\$0.00	\$84.11	\$0.00	\$84.11	\$35.01	\$49.10	\$84.11
05/09/25	04/01/25-04/30/25	\$5,501.31	\$0.00	(\$110.03)	\$0.00	\$0.00	\$5,391.28	\$2,243.83	\$3,147.45	\$5,391.28
06/13/25	05/01/25-05/31/25	\$2,750.66	\$0.00	(\$55.01)	\$0.00	\$0.00	\$2,695.65	\$1,121.92	\$1,573.73	\$2,695.65
06/23/25	06/02/2025	\$27,907.14	\$0.00	(\$558.14)	\$0.00	\$0.00	\$27,349.00	\$11,382.56	\$15,966.44	\$27,349.00
09/30/25	04/01/25-06/30/25	\$0.00	\$0.00	\$0.00	\$114.65	\$0.00	\$114.65	\$47.72	\$66.93	\$114.65
	TOTAL	\$ 1,478,250.71	\$ (55,915.84)	(28,446.69) \$	2,220.70	\$ (14,768.09)	\$ 1,381,340.79	\$ 574,909.50	\$ 806,431.29	\$ 1,381,340.79

101%	Net Percent Collected
0	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

Lennar Homes LLC 2025-01			Net Assessments	\$ 23,457.20	\$ 23,457.20
Date	Due	Check	Net	Amount	General
Received	Date	Number	Assessed	Received	Fund
10/30/24	11/1/24	2329750	\$11,728.60	\$11,728.60	\$11,728.60
2/6/25	2/1/25	001048	\$5,864.30	\$5,864.30	\$5,864.30
5/7/25	5/1/25	001056	\$5,864.30	\$5,864.30	\$5,864.30
			\$ 23,457.20	\$ 23,457.20	\$ 23,457.20

Community Development District

Long Term Debt Report

Series 2023, Special Assessment Revenue Bonds

Interest Rate: 4.250%, 5.125%, 5.375%

Maturity Date: 6/15/2053

Reserve Fund Definition 50% of Maximum Annual Debt Service

Reserve Fund Requirement \$400,906 Reserve Fund Balance \$400,906

Bonds Outstanding - 04/18/23 \$12,065,000
Less: Principal Payment - 06/15/24 (\$180,000)
Less: Principal Payment - 06/15/25 (\$190,000)

Current Bonds Outstanding \$11,695,000

Series 2025, Special Assessment Revenue Bonds

Interest Rate: 4.500%, 5.450%, 5.625%

Maturity Date: 5/1/2055

Reserve Fund Definition 50% of Maximum Annual Debt Service

Reserve Fund Requirement \$173,894 Reserve Fund Balance \$173,894

Bonds Outstanding - 03/04/25 \$2,510,000

Current Bonds Outstanding \$2,510,000

SECTION E

SECTION iii

SECTION a)

PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2025 (ASSESSMENT AREA TWO)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Peace Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of March 1, 2023, as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2025 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 16
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Kilinski Van Wyk PLLC
- (D) Amount Payable: \$598.50
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 13144 2025 Project Construction for Aug 2025
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2025 Acquisition and Construction Account

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2025 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the 2025 Project; and
- 4. each disbursement represents a Cost of 2025 Project which 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.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

PEACE CREEK COMMUNITY

DEVELOPMENT/DISTRICT/

By: <u>Aewy</u> Responsible Officer

Date: 9/29/75

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2025 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer



INVOICE

Invoice # 13144 Date: 09/14/2025 Due On: 10/14/2025

Total

\$598.50

Kilinski | Van Wyk PLLC

P.O. Box 6386 Tallahassee, Florida 32314

Peace Creek CDD 6200 Lee Vista Boulevard, Suite 300 Orlando, FL 32822

Statement of Account

	Outstanding Balance		New Charges		Payments Received		Total Amount Outstanding
(\$1,051.75	+	\$598.50) - (\$0.00) = [\$1,650.25

PCRKCDD-106

Peace Creek CDD - 2025 Project Construction

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	GK	08/05/2025	Review Notice to Owner, confer with District Manager regarding the same; finalize purchase order, confer with District Management regarding the same.	0.40	\$315.00	\$126.00
Service	GK	08/20/2025	Review Notice to Owner from H&E Equipment Services, confer with District Manager regarding the same, prepare response to the same; prepare Response to Notice to Owner from Siboney Contracting.	1.10	\$315.00	\$346.50
Service	GK	08/29/2025	Finalize responses to Notices to Owner, transmit the same.	0.40	\$315.00	\$126.00

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.