

*Windsor at Westside
Community Development District*

Agenda

January 31, 2020

AGENDA

Windsor at Westside

Community Development District

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

January 24, 2020

**Board of Supervisors
Windsor at Westside Community
Development District**

Dear Board Members:

The meeting of the Board of Supervisors of **Windsor at Westside Community Development District** will be held **Friday, January 31, 2020 at 9:00 AM at the Club at Windsor at Westside, 2100 Tripoli Court, Kissimmee, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Approval of Minutes of October 25, 2019 Meeting
3. Review of Proposed Amended and Restated Rules of Procedure and Setting a Public Hearing for Adoption
4. Consideration of Resolution 2020-02 Adopting an Internal Controls Policy
5. Consideration of Landscape Maintenance Agreement with Exclusive Landscaping
6. Consideration of Landscape Enhancement Proposals
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Field Manager's Report
8. Supervisor's Requests
9. Public Comment Period
10. Adjournment

The second order of business is the approval of the minutes of the October 25, 2019 meeting. The minutes are enclosed for your review.

The third order of business is the review of the proposed amended and restated Rules of Procedure and setting a public hearing for adoption. A copy of the memorandum summarizing changes and the proposed rules are enclosed for your review.

The fourth order of business is the consideration of Resolution 2020-02 adopting an internal controls policy. A copy of the Resolution is enclosed for your review.

The fifth order of business is the consideration of the landscape maintenance agreement with Exclusive Landscaping. A copy of the agreement is enclosed for your review.

The sixth order of business is the consideration of landscape enhancement proposals from Exclusive Landscaping. The proposals are enclosed for your review.

The seventh order of business is Staff Reports. Section C is the District Manager's Report. Section 1 includes the check register being submitted for approval and Section 2 includes the balance sheet and income statement for your review. The Field Manager's Report will be presented at the meeting.

The ninth order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'G. S. Flint', with a stylized flourish at the end.

George S. Flint
District Manager

CC: Sarah Sandy, District Counsel
Tucker Mackie, District Counsel
Broc Althafer, District Engineer

Enclosures

MINUTES

MINUTES OF MEETING
WINDSOR AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Windsor at Westside Community Development District was held Friday, October 25, 2019 at 9:00 a.m. in the Club at Windsor at Westside, 2100 Tripoli Court, Kissimmee, Florida.

Present and constituting a quorum were:

| | |
|--------------|---------------------|
| Wesley Hunt | Chairman |
| Eric Baker | Vice Chairman |
| William Tew | Assistant Secretary |
| Cliff Torres | Assistant Secretary |
| Mary Burns | Assistant Secretary |

Also present were:

| | |
|--------------------|----------------------------|
| Jason Showe | District Manager |
| Sarah Sandy | District Counsel by phone |
| Broc Althafer | District Engineer by phone |
| William Viasalyers | Field Manager |

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Steven Norwood and Appointment of Individual to Fill the Board Vacancy with a Term Ending November 2020

On MOTION by Mr. Tew seconded by Mr. Hunt with all in favor Mr. Norwood's resignation was accepted.

On MOTION by Mr. Hunt seconded by Mr. Baker with all in favor Mary Burns was appointed to fill the unexpired term of office.

B. Administration of Oath of Office to Newly Appointed Supervisor

Mr. Showe being a Notary Public of the State of Florida administered the Oath of Office to Ms. Burns.

Mr. Torres joined the meeting at this time.

Mr. Showe stated behind the Oath of Office form is an information form that needs to be filled out today so that we have all of your contact information. Next is a Form 1: Statement of Financial Interests that needs to be filled out and turned in to the Supervisor of Elections in the county in which you reside within 30 days of today. We recommend that you get a stamped copy when you turn it in to show that you turned it in. There are fines if you turn it in late. Behind that is a Form 1F: Final Statement of Financial Interests and you are required to file this within 60 days of leaving the Board. We will provide the form to you at the time you leave. Should you choose to accept compensation you can fill out the I-9 and W-4 forms. Next is form 8b Voting Conflict of Interest Memorandum. In the event you have something that comes before the Board that could be potential conflict we ask that you speak to the Attorney or to me and we will walk you through that. The only way you cannot vote on an item is if you do have a conflict. The last item is a guide to the Sunshine amendment. As a public official you are subject to the Florida Sunshine Law, which means that you cannot speak to any Board member about any item that could reasonably come before the Board for a vote. That applies to all forms of communication, emails, text messages, any type of communication. When we send emails from our office to all Board members there is a note at the bottom that says, please do not reply to all as a reminder. You could inadvertently start conversations that way. That also applies to any social media.

Ms. Sandy stated everything regarding the District in terms of actual documents including emails, text messages are considered public records and are subject to a public records request by any member of the public. We recommend that any emails you receive or send on behalf of the District either have a separate email address specifically for District items or make sure you have a folder with your email in box that you can move all the District emails into. That way if we do get a request it will be easy to look through those items. In terms of documents you receive at the Board meetings, you have no obligation to keep those, you are welcome to hand them back to the District Manager. The District Manager is our public records custodian and responsible for all public records documents for the District. If you do choose to keep them, they would be subject to a public records request.

C. Consideration of Resolution 2020-01 Electing Assistant Secretary

On MOTION by Mr. Tew seconded by Mr. Baker with all in favor Resolution 2020-01 appointing Mary Burns as an Assistant Secretary was approved.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the July 26, 2019 Meeting

On MOTION by Mr. Hunt seconded by Mr. Baker with all in favor the minutes of July 26, 2019 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Consideration of Aquatic Maintenance Agreement with Applied Aquatic Management, Inc.

Mr. Showe stated the next item is an extension of the agreement with Applied Aquatics for lake maintenance and it has the same terms as the current contract and is included in the budget.

On MOTION by Mr. Hunt seconded by Mr. Baker with all in favor the agreement with Applied Aquatic Management, Inc. was approved.

Mr. Sandy stated we can draft an amendment to the current agreement.

FIFTH ORDER OF BUSINESS

Consideration of Agreement with Grau & Associates to Provide Auditing Services for Fiscal Year 2019

Mr. Showe stated next is consideration of the agreement with Grau & Associates for auditing services for Fiscal Year 2019. You went through a public bidding process for auditors last year and this is in line with their original bid.

On MOTION by Mr. Hunt seconded by Mr. Baker with all in favor the engagement letter with Grau & Associates to perform the Fiscal Year 2019 audit was approved.

SIXTH ORDER OF BUSINESS

Consideration of Series 2016 Requisition #20

This item pulled from the agenda.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

There being none, the next item followed.

C. Manager

i. Approval of Check Register

Mr. Showe presented the check register from August 24, 2019 through October 17, 2019 in the amount of \$30,186.08.

On MOTION by Mr. Hunt seconded by Mr. Baker with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package. No Board action is required.

iii. Field Manager's Report

Mr. Viasalyers stated we continue to monitor the irrigation issue with the restriction provided by Toho. We are trying our best to get everything watered.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Public Comment Period – Item Moved

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Tew seconded by Mr. Baker with all in favor the meeting adjourned at 9:14 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION III

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: Windsor at Westside Community Development District
Board of Supervisors

FROM: Sarah R. Sandy

RE: Updated Provisions of the District's Rules of Procedure

DATE: January 31, 2020

Please find attached to this memorandum an updated version of the Windsor at Westside Community Development District's (the "District's") Rules of Procedure (the "Rules"). Several substantive revisions were made to maintain consistency between the Rules and the current Florida Statutes, including changes implemented in the most recent legislative session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting changes and edits are not discussed. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact me via e-mail at SarahS@hgslaw.com or via phone at 850-222-7500.

Costs Associated With Public Records Requests (Pages 8–9)

Language was added to Rule 1.2(4) to reflect statutory language regarding calculation of special charges for responding to certain public records requests, and to state that the District is under no duty to produce requested records if the requestor has not paid the required costs or has outstanding charges. The language will help minimize expenses incurred by the District in responding to public records requests.

Financial Disclosure Coordination (Page 9)

Rule 1.2(7) was added to maintain consistency with legislation that was passed during the 2019 legislative session. The rule designates the Secretary as the District's Financial Disclosure Coordinator (the "Coordinator") (unless the District designates otherwise by resolution) and requires the Coordinator to create, maintain, and update certain records and provide them to the Florida Commission on Ethics by certain deadlines. Each Supervisor or other Reporting Individual must notify the Coordinator in writing if there are changes to his or her name, e-mail address, or physical address, and must notify the Commission on Ethics of changes to his or her e-mail address.

Agenda and Meeting Materials (Page 11)

Rule 1.3(3) was amended to reflect statutory requirements that the agenda and meeting materials available in an electronic format, excluding confidential and exempt information, shall be

made available to the public at least seven days before a meeting, hearing, or workshop. The amended rule also clarifies circumstances in which the agenda may be amended or additional materials added after initial posting. It additionally specifies which documents constitute “meeting materials.” Documents that do not meet the definition of “meeting materials” may still be provided to the Board, but will be considered supplementary materials and are not required to be made available to the public before the meeting. Supplementary materials may include, but are not necessarily limited to, the following: financial statements, informational reports, and copies of receipts and invoices.

Flexibility for Board Authorization (Page 13)

Language was added to Rule 1.3(11) to allow the Board to waive formal approval or disapproval procedures. This will allow the Board flexibility to use different procedures when necessary and will protect the validity of the Board’s actions where there is a technical irregularity but the Board has otherwise made its decision clear.

Security and Firesafety Board Discussions (Page 14)

Rule 1.3(14) was added to reflect the fact that portions of a meeting which would reveal a security or firesafety system plan or portion thereof made confidential and exempt by Florida law are exempt from Florida’s statutory public meeting requirements. Including this rule will clarify the procedures the Board should use to ensure that confidential and exempt information is not made public.

Internal Controls to Prevent Fraud, Waste and Abuse (Page 15)

Rule 1.4 was added to reflect legislative changes enacted in the 2019 legislative session requiring special districts to establish and maintain internal controls to prevent fraud, waste, and abuse. Our office plans to work with the District Manager and auditor to develop the internal controls, which the Board will adopt in the same manner as it does policies.

Notice of Competitive Solicitation (Pages 27 and 36)

Rules 3.1(3) and 3.3(2)(c) have been amended to state that when a consultant has asked to be provided with notice of the District’s competitive solicitations, the District Manager’s failure to provide them with a copy of the notice will not give them bid protest rights or otherwise disqualify the District’s otherwise valid procurement. This will reduce the District’s exposure to potential bid protests and decrease the likelihood of a procurement being considered invalid due to a technical irregularity.

Procedure Regarding Auditor Selection (Page 31)

Language has been added to the introductory paragraph to Rule 3.2 to clarify that the District need not use the procedures set out by the Rule for audits required under Chapter 190 of the Florida Statutes but which do not meet the thresholds of Chapter 218 of the Florida Statutes.

Additionally, the requirements for composition of the Auditor Selection Committee in Rule 3.2(2) have been amended to reflect legislation passed during the 2019 legislative session. Now, at

least one individual on the Committee must be a member of the Board; the Chairperson of the Committee must be a member of the Board; and an employee, chief executive officer, or chief financial officer of the District may not be a member of the Committee but may serve in an advisory capacity.

Contract Periods (Pages 34, 56, and 59)

Rules 3.2(8)(d), 3.8(5), and 3.9(4) have been amended to set the maximum contract period for auditing services, the maximum renewal period for contracts for the purchase of goods, supplies, materials, and the maximum renewal period for contracts for maintenance services at five (5) years. This will provide greater specificity to guide contract terms.

Suspension, Revocation, or Denial of Qualification (Pages 40–42)

Rule 3.4(3) has been added to specify the procedures to be used if the District wishes to suspend, revoke, or deny a pre-qualified vendor's pre-qualified status. It specifies what constitutes good cause for such suspension, revocation, or denial; the effect of the suspension, revocation, or denial; hearing procedures the District must follow; and factors influencing the time period of the suspension, revocation, or denial.

Protest Bonds (Pages 61–62)

Rule 3.11(1)(c) has been amended to require that both the requirement for and the amount of the protest bond be disclosed in the competitive solicitation documents, and to allow the amount of the bond to be any amount within the limits imposed by Florida law.

Minor Changes

The following minor changes have also been made to the Rules:

Rule 1.1(1): This Rule has been amended to clarify requirements for Board members appointed or elected to elector seats. (Page 2).

Rule 1.1(2)(c) and (d): These Rules have been amended to include the words “at least” before the required amounts of the Secretary’s or Treasurer’s fidelity bonds or employee theft insurance policies to accommodate the possibility of greater amounts. (Page 4).

Rule 1.1(6): This Rule has been amended to include the Florida Constitution as a governing authority on voting conflicts of interest. This change reflects the recently passed Amendment 12 to the Florida Constitution. (Pages 5–6).

Rules 1.3(1)(e), (1)(d), (1)(f); and 3.2(9): These Rules were amended to allow inclusion of language substantially similar to that recited in the Rules. (Pages 10–11 and 34).

Rule 1.3(6): This Rule was amended to require the chair or vice chair to consult with the District Manager and District Counsel, if they are available, before calling an emergency meeting. (Page 12).

Rule 2.0(12)(d): This Rule has been amended to allow 90 days instead of 60 days for the Board to announce a decision on a petition for variance or waiver of its Rules. (Page 21).

Rule 3.0(3)(b): The dollar thresholds in this Rule have been increased to \$2,000,000 for a study activity when the fee for such Professional Services to the District does not exceed the increased amount of \$200,000, to reflect the current statutory thresholds. (Page 22).

Rules 3.1(4)(b), 3.6(2)(c)(ii)6., and 3.8(2)(k): The word “responsive” has been added to allow the Board to proceed with evaluating and selecting a proposal from the submissions if it receives fewer than three responsive proposals. (Pages 28, 49 and 55).

Rule 3.2(3)(b): “Understanding of scope of work” has been removed from the list of required factors used to evaluate auditing proposals. The District may still include this as an evaluation criterion if it wishes, but it is not required to do so. (Page 32).

Rule 3.2(7)(b): Language has been added to specify that if the Board does not select the highest-ranked qualified auditing firm, it must document in its records its reason for not doing so. (Page 33).

Rules 3.5(2)(e) and 3.6(2)(c)(ii)3.: “Reemployment assistance” has been added to the non-exclusive list of subjects of federal labor or employment laws of which violation may render a contractor ineligible to submit a bid, response, or proposal for a District project. (Pages 44 and 48).

Rule 3.11(6): Language was added specifying that the District may reject all qualifications, proposals, replies, or responses and start the competitive solicitation process anew if all of the bids, proposals, replies, and responses are too high. (Page 63).

AMENDED AND RESTATED

RULES OF PROCEDURE

COMMUNITY DEVELOPMENT DISTRICT

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EFFECTIVE AS OF _____, 20__

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

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

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in 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 accord 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 member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days 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. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language:- "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (____). 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.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare ~~a notice and~~ an agenda of the meeting/hearing/workshop. The ~~notice and~~ 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 ~~seventy-two (72) hours~~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. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation 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 a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's ~~attorneys~~attorney must request such session at a public meeting. – Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. –The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy

related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article I of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

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

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

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a 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 shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, 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. ~~Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.~~
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions 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 sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

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

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

existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

- (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule 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 ~~sixty (60)~~ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed ~~one~~two million dollars (~~\$1~~2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed ~~fifty~~two hundred thousand dollars (~~\$50~~200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

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

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

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

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

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

Rule 3.1 Procedure Under ~~The~~the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

(a) Hold all required applicable ~~federal licenses in good standing, if any;~~

~~(b) 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. ~~Consultants who provide their name and address to the District Manager for inclusion on the list shall receive~~

~~notices by mail.~~ The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

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

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

- (i) Hold all required applicable ~~federal~~state ~~professional~~ licenses in good standing, ~~if any~~;
- (ii) Hold all required applicable ~~state~~~~professional~~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) ~~Understanding of scope of work;~~
 - ~~(iv)~~—Ability to furnish the required services; and
 - ~~(v)~~iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

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

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

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

- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than ~~July 1~~ 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, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule

shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Law Implemented: §§ 119.0701, 218.~~33, 218~~, 391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. ~~Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. 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, the geographic location of the company's headquarters and

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) 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, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
- (i) Hold ~~the~~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.

(a) (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

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

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., 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.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. 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.

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

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in 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, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

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

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

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

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

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

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) 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, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of 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 ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the ~~contractor contract~~; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects ~~such as including~~ but not limited to reemployment assistance, safety, tax withholding, worker's compensation,

unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

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

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of 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 ~~the~~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 (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 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) ~~bids, proposals, replies~~ Responsive Bids, Proposals, Replies, or responsesResponses 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 ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best

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

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

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

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

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold ~~the~~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, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (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 ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for ~~a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.~~ a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.10 Contractual Services.

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

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

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

~~Rule 3.11~~ ~~Protests~~ ~~With Respect To Proceedings under Rules 3.1, 3.2, 3.3,~~
~~3.4, 3.5, 3.6, 3.8, and 3.9.~~

Rule 3.11 Protests

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

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

(1) Filing.

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

- ~~(e) If~~ (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, the Board may require

any person who files a notice of protest ~~to~~must post ~~the~~ protest bond ~~in the. The amount equal to 1% of the anticipated contract amount that is the subject 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.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

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

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

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

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

Rule 4.0 Effective Date.

These Rules shall be effective _____, ~~2018,20~~, 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 IV

RESOLUTION 2020-02

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Windsor at Westside Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

WHEREAS, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

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 31ST DAY OF JANUARY, 2020.

ATTEST:

**WINDSOR AT WESTSIDE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

EXHIBIT "A"

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY

1. Purpose.

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Windsor at Westside Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
 - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
 - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
 - 1.2.3. Support economical and efficient operations.
 - 1.2.4. Ensure reliability of financial records and reports.
 - 1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

- 2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. "Board" means the Board of Supervisors for the District.
- 2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

- 2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.
- 2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. “Risk” means anything that could negatively impact the District’s ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

3.1. Ethical and Honest Behavior.

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments shall include, but not be limited to:
 - 4.1.1. Identifying potential hazards.
 - 4.1.2. Evaluating the likelihood and extent of harm.
 - 4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

- 5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.
- 5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
- 5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.
- 5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).
- 5.1.1.5. Maintaining a schedule of the District's material fixed Assets.
- 5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).
- 5.1.1.7. Retaining and restricting access to sensitive documents.
- 5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

- 5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
- 5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.
- 5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.
- 5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

- 7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
 - 7.1.1.1. Review its operational processes.
 - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
 - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
 - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

- 7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.
 - 7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.
- 7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: §§ 190.011(5), 218.33(3), *Florida Statutes*
Effective date: January 31, 2020

SECTION V



PO BOX 420812 – KISSIMMEE, FL 34742
Tel.: 407-406-8989

"The Professionals you can count on"



January 13, 2020

Windsor at Westside CDD
Kissimmee, Florida

To whom it may concern:

We would like to take this opportunity to introduce ourselves and to present you an option to improve your facility grounds while saving money and time.

EXCLUSIVE LANDSCAPING GROUP INC. is a full service landscaping company, licensed and insured in the state of Florida, which have been in business for over eleven years. The company has served landscaping needs to both residential and commercial clients. Our most recent commercial accounts include large home subdivisions, with over 1200 single-family homes combined. We have provided services to both the community - including recreation, common area and numerous individual homes within the community.

EXCLUSIVE LANDSCAPING GROUP INC. has earned its strong reputation in the landscaping field thanks to the emphasis we make on the best customer service at a better than average pricing plans. We are proud to report a 99% + retention rate from our customers, well above the industry standards. The company offers competitive rates, honesty and reliable work in all areas. We take pride in our work and it shows; our motto says it all, "**Landscaping is not just our job, it is our passion**".

We look forward to share with you information on how we can provide you with a superior service at a price that is below what you are currently paying. Please feel free to contact us at anytime.

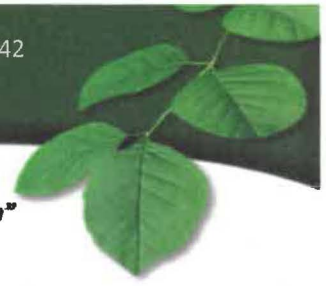
Sincerely,

JEREMY LAPAGLIA
President/Owner





PO BOX 420812 – KISSIMMEE, FL 34742
Tel.: 407-406-8989



"The Professionals you can count on"

MISSION STATEMENT

EXCLUSIVE LANDSCAPING GROUP INC. is dedicated to provide quality-landscaping services. We strive to create a long-term relationship with our clients based on honesty, quality, dependability, and an outstanding work. All this will help our customers and potential clientele make the right choices to meet their needs and budgets.

We accomplish this Mission through our belief in fairness, dedication, quality improvement process, and professionalism that extends to our customers and our employees.

BRIEF DESCRIPTION

EXCLUSIVE LANDSCAPING GROUP INC. is based in Kissimmee, Florida. The company was established in 2008, and since then it has offered complete landscaping solutions, specializing in landscaping design and maintenance.

All employees of Exclusive Landscaping Group Inc. undergo extensive background checks, receive thorough training in all aspects of the landscaping industry, and are required to meet and exceed our client's needs and expectations.





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LAWN AND LANDSCAPE MAINTENANCE PROGRAM

This contract is an agreement between EXCLUSIVE LANDSCAPING GROUP, INC., hereinafter referred to as "the Contractor", and Windsor at Westside CDD, hereinafter referred to as "the Client".

The Contractor and the Client hereby promise and agree as follows:

I- BASIC CONSIDERATION

FIFTY TWO (52) visits per year. Forty two (42) mowing cycles in a 12-month period shall take place. Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun.

II- LOCATION OF SERVICES

All services referred herein will be performed at the common areas of property located at:

**Windsor at Westside CDD
Kissimmee, Florida**

III- LENGTH OF AGREEMENT

Once the term of this agreement begins, it will continue in full force until cancelled by either party as stated on the Cancellation clause.

IV- LAWN MAINTENANCE CONSIDERATION – SCOPE OF WORK

| SERVICE | FREQUENCY | SPECIFICATION DETAILS |
|----------------------------|-----------|--|
| MOWING, EDGING and BLOWING | 42 | <ul style="list-style-type: none">• Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.• Mowing to be performed weekly during the months of April through October and every other week from the months of November through March. |





| | | |
|--|--|--|
| | | <ul style="list-style-type: none"> • Mowing is done by reel, rotary or mulching mower. Mower blades are sharpened at all times and properly adjusted to provide quality cut. • Mowing height will be according to grass type and variety. • Edging of all hard surfaces performed during each mowing. • Turf around sprinkler heads will be trimmed or treated with a non-selective herbicide to not intercept water output. • Edging of all planter beds during every other mowing. • Clippings will be left on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, large clumps of clippings will be distributed by mechanical blowing or collected and removed by the contractor. • In the case of fungal disease outbreaks, clippings will be collected until the disease is undetectable. • Isolated trees and shrubs growing in lawn areas will require mulched areas around them (minimum 2 feet diameter to avoid bark injury from mowers and filament line trimmers and to reduce root competition from grass. • Cleaning all clippings from sidewalks, curbs and roadways immediately after mowing and/or edging. Clipping will not be swept, blown or otherwise disposed of in sewer drains. |
|--|--|--|

| SERVICE | FREQUENCY | SPECIFICATION DETAILS |
|---|-----------|---|
| TURF PEST CONTROL, and FERTILIZATION | 6 | <ul style="list-style-type: none"> • Complete fertilizers shall be granular in composition and contain 30% to 50% of the nitrogen in a slow or controlled released form. The ratio of nitrogen to potash will be 1:1 or 2:1 for complete fertilizer formulations. • Turf damaging insect control to be performed on a preventative and curative basis with turf fertilization applications. |





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| | | |
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| | | <ul style="list-style-type: none">• Broadleaf weed control pre-emergence and post-emergence applications to be performed during all cool-season turf fertilization applications.• Fungicide applications shall be applied on an as-needed basis. |
| TURF CARE PROGRAM ST. AUGUSTINE | 6 | <p>A. <u>Application Schedule</u></p> <p><u>January:</u> Late winter fertilization, broadleaf weed control and disease control.</p> <p><u>March:</u> Spring granular fertilization broadleaf weed control, insect and disease control.</p> <p><u>May:</u> Early summer fertilization, insect control and weed control.</p> <p><u>July:</u> Summer granular fertilization, insect control and weed control.</p> <p><u>September:</u> Late summer fertilization and insect /disease control.</p> <p><u>November:</u> Fall granular fertilization and broadleaf weed/disease control.</p> |
| TURF CARE PROGRAM BERMUDA | 12 | <p>A. <u>Application Schedule</u></p> <p><u>January:</u> Fertilization 24-0-11 @ 0.5lbs. N/1000 Sq. Ft/ Disease & Insect Control.</p> <p><u>February:</u> Fertilization 18-0-8 Ammonium Sulfate @ 1.0lbs. N/1000 sq. ft. Barricade/Potash 0-0-22 @ 4.0lbs./1000sq.ft. Core Aeration</p> <p><u>March:</u> Fertilization 13-3-13 w/ Ronstar @ 1.5lbs. N/1000sq.ft.</p> <p><u>April:</u> Sedge & Broadleaf weed control/disease & Insect Control. Liquid N @ 1.0lbs./100sq.ft./Pre-M, Potash 0-0-22 @ 4lbs./1000sq.ft. Core Aeration/Top Dressing w 20% Organic Peat 1/8"</p> |





| | | |
|--|----------|---|
| | | <p><u>May:</u> Fertilization 14-0-14 @1.0lbs N/1000sq.ft. TopChoice</p> <p><u>June:</u> Fertilization 18-0-8 @1.0lbs. N/1000sq.ft. Disease & Insect Control as Needed.</p> <p><u>July:</u> Fertilization 13-3-13 @ 1.0lbs N/1000sq.ft.</p> <p><u>August:</u> Sedge & Broadleaf weed control/ disease & insect control. Fertilization 18-0-8 @ 1.0lbs. N/1000sq.ft. Potash 0-0-22 @ 4.0lbs./1000sq.ft. Core Aeration</p> <p><u>September:</u> Fertilization 13-3-13 @ 1.0lbs. N/1000sq.ft./barricade</p> <p><u>October:</u> Fertilization 18-0-8 @ 1.0lbs. N/1000sq.ft.</p> <p><u>November:</u> Fertilization 24-0-11 @ .5lbs. N/1000sq.ft./disease & insect control. Potash 0-0-22 @ 4.0lbs./1000sq.ft. Core Aeration top dressing w 20% organic peat 1/8"</p> <p><u>December:</u> Potash 0-0-62 @ 3.0lbs./1000sq.ft.</p> |
| TURF CARE PROGRAM BAHIA | 6 | <p>A. Application Schedule</p> <p><u>February/March:</u> Complete granular N-P-K fertilizer and broadleaf weed control to include blanket pre emergent herbicide application.</p> <p><u>April:</u> Chelated Iron application and mole cricket control.</p> <p><u>July:</u> Chelated Iron application and mole cricket control.</p> <p><u>September:</u> Complete granular N-P-K fertilizer.</p> <p><u>November:</u> Broadleaf weed control to include blanket pre-emergent herbicide application.</p> |
| ORNAMENTAL SHRUBBERY PEST CONTROL and FERTILIZATION | 6 | <ul style="list-style-type: none"> • Fertilization to be performed using granular products with rich micronutrient package. • Insect control to be performed on a preventative and curative basis with turf fertilization. • Fungicide applications shall be applied on an as-needed basis. |





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| | | |
|--------------------------------|----------|---|
| TREE/SHRUB CARE PROGRAM | 6 | <p>A. Application Schedule</p> <p><u>February</u>: Spring granular fertilization and insect/disease control as needed.</p> <p><u>March/April</u>: Insect/Disease control/fertilization as needed.</p> <p><u>May/June</u>: Insect/Disease control/fertilization as needed.</p> <p><u>July/August</u>: Insect/Disease control/fertilization as needed.</p> <p><u>October</u>: Fall granular fertilization and insect/disease control as needed.</p> <p><u>December</u>: Insect/Disease control/fertilization as needed.</p> |
|--------------------------------|----------|---|

| SERVICE | FREQUENCY | SPECIFICATION DETAILS |
|--------------------------------------|-----------|---|
| IRRIGATION SYSTEM INSPECTIONS | 12 | <ul style="list-style-type: none">• Irrigation system inspections to be performed on a monthly basis.• Activate each zone of the system.• Setting of all controllers to assure proper water management according to weather conditions and seasonal requirements and municipal guideline adherence.• Testing rain sensor when applicable.• Visually check for any damaged heads or heads needing repair.• Clean, straighten or adjust any heads not functioning properly.• Report any valve or valve box that may be damaged in any way.• Provision of monthly irrigation system inspection reports that provide detailed listing of system breakages and an accompanying estimate for the labor and materials associated with the recommended repair.• Upon receipt of written approval from the client, all system repairs will be charged at an hourly rate of \$45.00 plus parts. |





| | | |
|---|-----------------------------|--|
| | | <ul style="list-style-type: none"> • Repair work caused by Exclusive Landscaping Group, Inc. in the cause of our landscape maintenance activity is the responsibility of Exclusive Landscaping Group, Inc. and will be repaired at no charge. • Exclusive Landscaping Group, Inc. assumes no liability beyond its control, disclaims any and all express or implied warranties, and is not responsible for the condition of the landscaping or irrigation system due to drought, freeze, irrigation deficiencies, storm damage, vandalism, pedestrian or vehicle damage. |
| TREE AND PALM TREE PRUNING AND TRIMMING (Over 10 ft. tall) | Per customer request | <ul style="list-style-type: none"> • Booting and trimming of all trees and palm trees over a height of 10 ft. to be performed during the months of September or October. • Trees and palm trees will be trimmed at a cost of \$00.0 each. • No trees under utility lines will be pruned, this is the responsibility of the respective utility company, and no pruning will be done during or immediately following growth flushes. • Removal of all generated debris from the property. |

| SERVICE | FREQUENCY | SPECIFICATION DETAILS |
|--|------------------|---|
| SHRUB AND TREE PRUNING AND TRIMMING (Under 10 ft. tall) | AS NEEDED | <ul style="list-style-type: none"> • Shrubs will be pruned with hand shears as needed to provide an informal shape, fullness, and bloom. • Tree and palm tree pruning will be done as needed throughout the year, and limited to branches and/or brown fronds and seed heads. • No green palm fronds shall be removed. • Branches will be pruned just outside the branch collar. • No trees under utility lines will be pruned, this is the responsibility of the respective utility company, and no |





| | | |
|---|-----------|--|
| | | <p>pruning will be done during or immediately following growth flushes.</p> <ul style="list-style-type: none"> • Pruning paint markers will not be applied • Sucker growth will be removed by hand from the base of trees. • Removal of all generated debris from the property. |
| WEED CONTROL (Twice per Month) | 24 | <ul style="list-style-type: none"> • Weed control in curbs, ground between plants, joints in walks, decks and driveways will be performed using appropriate manual (hand pulling), mechanical (spin trimming) and/or chemical control (herbicide). • Herbicides may be applied for heavy weed infestations if approved by client, and it will be applied with care not to injure adjacent plants. • Weed control is expected to be performed at a frequency of two (2) times per month. |

| SERVICE | FREQUENCY | SPECIFICATION DETAILS |
|---|---------------------------------|---|
| REPLACEMENT OF MULCH BEDS ANNUALLY IN NOVEMBER | 1 | <ul style="list-style-type: none"> • Replacement of mulch beds \$45.00 per yard • Any additional mulch replacement out of the scope of the frequency will incur in an additional charge of \$45.00 per yard. |
| FLOWERS and PLANTS INSTALLATION | Per customer request | <ul style="list-style-type: none"> • Installation of 4" annuals in all existing annual beds performed at quarterly intervals. • Annual rotations shall include the provision of all necessary soil amendments and potting media. • Annual flowers: Cost per unit: Between \$1.79 and \$4.50 • Perennials: Cost per unit: Between \$5.00 and \$12.00 • Provision of necessary maintenance rotations inclusive of fungicide and fertilization applications to be provided as needed. |



| | | |
|-------|--|--|
| OTHER | AS NEEDED (Priced by contractor on a per job basis) | <p>Works performed under this section will be completed on a time and material basis and it is not included in the contract maintenance price.</p> <p>Estimates for proposed work will be submitted to the proper authorizing person for approval before the extra work is started.</p> <p>Example of services offered are:</p> <ul style="list-style-type: none"> • Major clean up due to storms, hurricanes, tornadoes and other Acts-of-God. • Large tree removal and trimming. • Installation of rain shut-off device. <p>Removal of plant material that has died due to winter freezes, floods, fire or other Acts-of-God.</p> |
|-------|--|--|

| SERVICE | FREQUENCY | SPECIFICATION DETAILS |
|---------|--|---|
| OTHER | AS NEEDED (Priced by contractor on a per job basis) | <ul style="list-style-type: none"> • Landscape additions/ renovations/ transplanting. Transplanting of existing trees will be accomplished during January/February for dormant species and April-August for palms. • Plant or turf replacement (not attributed to Contractor negligence). • Maintenance of aquatic sites. • General hauling. • Major irrigation system modifications. • Interior plant maintenance. |





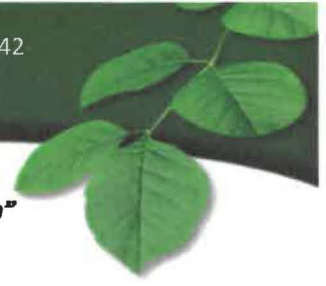
PO BOX 420812 – KISSIMMEE, FL 34742
Tel.: 407-406-8989



"The Professionals you can count on"

| | | |
|--------------------------------|--|---|
| <p>SPECIAL SERVICES</p> | | <p>A. Bedding Plants The nature and purpose of Flower Beds is to draw attention to the display. The highest attention should be placed on their on-going care</p> <p>1. Schedule</p> <p>A. All flower beds on the property will be changed four (4) times per year during the months of January, April, July, and October.</p> <p>B. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for colors, profusion, and display.</p> <p>C. All newly planted beds will have a minimum of 50% of the plants in bloom at the times of installation and they shall be 4 ½" individual pots.</p> <p>D. Contractor will obtain prior approval of plants selection from management before installation.</p> <p>2. Installation</p> <p>A. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.</p> <p>B. Annually, prior the spring change out existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged pine bark.</p> <p>C. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to installation of new plants.</p> <p>D. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.</p> <p>E. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.</p> <p>F. All beds should be covered with 1" layer of pine fines after planting</p> <p>G. Follow-up applicaztion of fertilizer, fungicide and insecticide are provided as needed.</p> <p>H. Flowers that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the owner.</p> <p>3. Maintenance</p> <p>A. Flower beds will be reviewed daily or at each service visit for the following :</p> <ul style="list-style-type: none">• Removal of all litter and debris |
|--------------------------------|--|---|

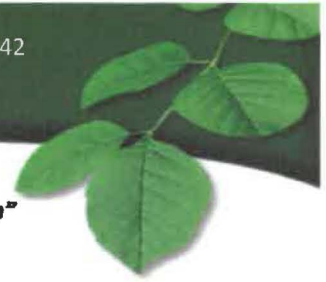




| | | |
|--|--|---|
| | | <ul style="list-style-type: none"> • Beds are to remain weed – free at all times. • All declining blooms are to be removed immediately. • Inspect for the presence of insect or disease activity and treat immediately. <p>B. Seed heads are to be removed from coleus plants as soon as they appear. "Pinching" of Coleus plants weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.</p> <p>C. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.</p> <p>D. Pre-emergent herbicides are not to be used in flower beds.</p> <p>E. Contractor guarantees the survivability and performance of all flower beds for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expenses.</p> <p>4. Warranty Any bedding plant that dies due to insect damaged or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, and vandalism.</p> |
|--|--|---|

| <u>Material</u> | <u>Description</u> | <u>Price</u> |
|-----------------|--|--------------|
| Mulch | -Price/yard installed for quantities over 100 cubic yards | \$45.00 |
| | -Price/yard installed for quantities under 100 cubic yards | \$45.00 |
| | -Price per 3 cubic foot bag of mulch | \$6.00 |
| | -Price per bale of Pine Straw | \$6.00 |
| Hard Material | -Price per bag for Seminole Chips | \$10.00 |
| | -Price per ton for Seminole Chips | \$500 |
| | -Price per ton for 3"-5" River Jack | \$500.00 |





| | | |
|-------------------|---|---------------|
| Seasonal Color | Annual flowers installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary. | |
| | -Bed preparation and installation per 4.5" pot | \$1.89 |
| | -Bed preparation and installation per 1gallon pot | \$5 |
| | -Supply and Install 8" to 10" hanging basket | \$18.00 |
| | -Assemble 20" to 36" diameter floral pot with centerpiece plant | \$35.00 |
| SOD St. Augustine | Turf reparation includes removal and disposal of old material and re-grading affected area prior to installation of new SOD. | |
| | -Square foot price for quantities less than 1,000 square feet | \$0.79 |
| | -Square foot price for quantities between 1,000 and 3,000 square feet | \$0.70 |
| | -Square foot prize for quantities between 3,000 and 10,000 square feet | \$0.69 |
| | -Square foot price for quantities greater than 10,000 square feet | \$0.68 |
| Irrigation | Irrigation services, which fall outside of the contract, will be provided on a per hour basis. | |
| | -Irrigation Technician per hour | \$45.00 |
| | -Irrigation Laborer per hour | \$25.00 |
| | -PVC parts | List less 15% |
| | -Non-PVC parts | List less 15% |
| General Labor | -Valves, Clocks and any part over \$300 | List less 15% |
| | -Foreman per hour | \$45.00 |






| | | |
|---------------|--|------------|
| | -Labor per hour | \$30.00 |
| Arbor Care | -Production day (8 hour) Truck, Chipper, 3-man crew | \$1,800.00 |
| Miscellaneous | -Bush hogging per acre | \$65.00 |

The per unit cost for installation of various sizes and quantities of plant material is listed below.

| | | |
|--------------------------|-----------------|----------|
| 4" Groundcover | -<50 Plants | \$2.50 |
| | -50-100 Plants | \$2.40 |
| | -100-250 Plants | \$2.20 |
| | ->250 Plants | \$2.00 |
| 1-gallon Plant Material | -<50 Plants | \$6.00 |
| | -50-100 Plants | \$5.50 |
| | -100-250 Plants | \$5.25 |
| | ->250 Plants | \$5.00 |
| 3-gallon Plant Material | -<50 Plants | \$15.00 |
| | -50-100 Plants | \$14.00 |
| | -100-250 Plants | \$13.00 |
| | ->250 Plants | \$12.00 |
| 7-gallon Plant Material | -<50 Plants | \$45.00 |
| | -50-100 Plants | \$40.00 |
| | -100-250 Plants | \$37.50 |
| | ->250 Plants | \$35.00 |
| 15-gallon Plant Material | -<25 Plants | \$150.00 |
| | -25-50 Plants | \$145.00 |
| | -50-100 Plants | \$135.00 |
| | ->100 Plants | \$125.00 |
| 30-gallon Plant Material | -<25 Plants | \$275.00 |
| | -25-50 Plants | \$250.00 |



A cluster of green leaves is positioned in the top right corner of the page, partially overlapping the header area.

| | | |
|--------------------------|---------------|----------|
| | ->50 Plants | \$225.00 |
| 45-gallon Plant Material | -<25 Plants | \$550.00 |
| | -25-50 Plants | \$500.00 |
| | ->50 Plants | \$450.00 |
| 65-gallon Plant Material | -<25 Plants | \$700.00 |
| | -25-50 Plants | \$650.00 |
| | ->50 Plants | \$600.00 |

V- GENERAL CONSIDERATIONS

A- Uniforms

- The Contractor's employees will, at all times, wear the company's uniform while on the Client's property.
- The Contractor's employees shall wear OSHA approved work boots at all times and OSHA approved safety apparel when conditions or the situation requires it, while on the Client's property.

B- Site Inspections

We consider a good practice to perform on a regular basis, either monthly or quarterly, scheduled site inspections between the Contractor and the Client

C- Clean Up

- All excessive trimmings and clippings and any accumulated trash, litter, and/or debris on the property will be removed and disposed of during the visits performed.
- Fallen limbs larger than 2" in diameter or excessive storm debris are not included in the contract. The scope of work does not cover them.
- Any trash, debris, and/or litter not generated from the detail rotation can be placed into any available trash container or receptacle on the property.





VI- CONSIDERATIONS FOR INSURANCE, LICENSES, PERMITS AND LIABILITY

The Contractor will carry liability amounts and workmen's compensation coverage required by law on his operators and employees. The Contractor requires same of any sub-contractors and provides proof of same to the Client. The Contractor is also responsible for obtaining any licenses and/or permits required by law for activities in Client's property.

A- Situations which the Contractor may deem are his/her responsibility:

- Any damage due to operation of his equipment in performing the contract.
- Complying with all laws pertaining to protected plant species such as the mangrove.
- Damage to plant material due to improper horticultural practices.
- Improper replacement or retrofitting of irrigation system components.
- Injury to non-target organisms in application of pesticides.

B- Situations which the Contractor may deem are not his/her responsibility:

- Death or decline of plant materials due to improper selection, placement, planting, or maintenance done before the time of this contract.
- Exposed cables/wires or sprinkler components/lines normally found below the lawn's surface.
- Flooding, storm, wind or cold damages.
- Damage caused by or to any item hidden in the landscape and not clearly guarded or marked.
- Damage due to vandalism.



VII- TERM OF THE CONTRACT

This is a One (1) year contract effective upon the Client(s) signature. In addition, the Client may elect to extend this contract for up to twelve additional months at the same terms. Any additional or unscheduled services agreed on by Client and Contractor should be billed separately and paid for at the time of service. Any additional or unscheduled services agreed on by Client and Contractor should be billed separately and paid for at the time of service.

| Services | Annual Price | Monthly Price | Unit Price |
|---|--------------------|-------------------|-----------------------------|
| Landscaping Maintenance (Fertilization/Pest and Irrigation Wet check) CDD | \$41,160.00 | \$3,430.00 | |
| Mulch for Common Areas Annually in November– 375 Yards | \$16,875.00 | \$1,406.25 | |
| Palm tree trimming – Common Areas | Included | Included | |
| Extra Services | | | \$45.00 per hour |
| Irrigation Repairs | | | \$45.00 per hour plus parts |
| Annuals Installation | | | \$1.79 per plant |
| Mulch Replacement | | | \$45.00 per yard |
| Pine straw | | | \$6.50 per bale |
| TOTAL | \$58,035.00 | \$4,836.25 | |



CANCELLATION:

The Client may cancel this contract in writing, if the reason for cancellation is service related, by providing written notice to the Contractor via certified mail with at least 30 days notice. The Contractor asks that the Client allow the opportunity to correct the grievance prior to written communication of cancellation. If no reason for cancellation is given or the cancellation is not related to services provided, this contract cannot be cancelled until the term is completed. Monthly fees shall be due to Contractor by the end of the calendar month following the month in which such goods/services were provided. Any past due amounts shall accrue interest at 1% per month. Contractor may cancel this contract in writing if Client does not pay any amounts within 30 days after the date due. Upon any cancellation of this contract, Client shall pay Contractor for the pro rata value of any complimentary goods or services provided by Contractor in the twelve (12) months prior to such cancellation date, based on the number of months since such goods/services were provided divided by 12-months, with partial months to be considered an additional month.

VIII- EXECUTION OF THE CONTRACT

By signing below, the undersigned parties hereby warrant that they are authorized representatives of their respective companies, and that have the authority to bind their employer and/or principal.

CLIENT's APPROVAL

Signed by: _____

Company: _____

Date: ____ / ____ / ____

CONTRACTOR's APPROVAL

Signed by: JEREMY LAPAGLIA

Company: Exclusive Landscaping Group, Inc.

Date: ____ / ____ / ____



SECTION VI



P.O. Box 420812
Kissimmee, FL 34742
(407) 406-8989
exclusivelandscapingoffice@gmail.com
www.exclusivelandscapingnow.com

Proposal

ADDRESS

Windsor at Westside CDD
Kissimmee, FL

| PROPOSAL # | DATE | |
|------------|------------|--|
| 2395 | 01/17/2020 | |

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------------|-----------------------------------|-----|--------|----------|
| 01/17/2020 | Median in Westside Blvd Section 3 | | | |
| 01/17/2020 | Pallets of Saint Augustine SOD | 15 | 295.00 | 4,425.00 |
| 01/17/2020 | Labor Hour | 10 | 45.00 | 450.00 |

TOTAL

\$4,875.00

Accepted By

Accepted Date

Thank you for your business!



P.O. Box 420812
Kissimmee, FL 34742
(407) 406-8989
exclusivelandscapingoffice@gmail.com
www.exclusivelandscapingnow.com

Proposal

ADDRESS

Windsor at Westside CDD
Kissimmee, FL

| PROPOSAL # | DATE | |
|------------|------------|--|
| 2393 | 01/17/2020 | |

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------------|-----------------------------------|-----|--------|-------------------|
| 01/17/2020 | Median in Westside Blvd Section 1 | | | |
| 01/17/2020 | Pallet of Saint Augustine SOD | 17 | 295.00 | 5,015.00 |
| 01/17/2020 | Irrigation Nozzles | 40 | 15.00 | 600.00 |
| 01/17/2020 | Labor Hour | 10 | 45.00 | 450.00 |
| TOTAL | | | | \$6,065.00 |

Accepted By

Accepted Date

Thank you for your business!



P.O. Box 420812
Kissimmee, FL 34742
(407) 406-8989
exclusivelandscapingoffice@gmail.com
www.exclusivelandscapingnow.com

Proposal

ADDRESS

Windsor at Westside CDD
Kissimmee, FL

| PROPOSAL # | DATE |
|------------|------------|
| 2394 | 01/17/2020 |

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------------|-----------------------------------|-----|--------|-------------------|
| 01/17/2020 | Median in Westside Blvd Section 2 | | | |
| 01/17/2020 | Pallet of Saint Augustine SOD | 18 | 295.00 | 5,310.00 |
| 01/17/2020 | Irrigation Nozzles | 40 | 15.00 | 600.00 |
| 01/17/2020 | Labor Hour | 10 | 45.00 | 450.00 |
| TOTAL | | | | \$6,360.00 |

Accepted By

Accepted Date

Thank you for your business!



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exclusivelandscapingoffice@gmail.com
www.exclusivelandscapingnow.com

Proposal

ADDRESS

Windsor at Westside CDD
Kissimmee, FL

| PROPOSAL # | DATE | |
|------------|------------|--|
| 2402 | 01/21/2020 | |

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------------|--|-----|------|----------|
| 01/21/2020 | Bush Hog on Goodman Rd and Monaco Blvd | | | 1,200.00 |

TOTAL

\$1,200.00

Accepted By

Accepted Date

Thank you for your business!

SECTION VII

SECTION C

SECTION 1

Windsor at Westside

Community Development District

Summary of Invoices

October 18, 2019 - December 31, 2019

| Fund | Date | Check No.'s | Amount |
|--------------|----------|-------------|--------------|
| General Fund | 11/8/19 | 409-410 | \$ 4,571.09 |
| | 11/12/19 | 411 | \$ 4,679.79 |
| | 11/21/19 | 412-414 | \$ 5,303.59 |
| | 11/26/19 | 415 | \$ 1,290.75 |
| | 12/6/19 | 416-417 | \$ 970.00 |
| | 12/10/19 | 418 | \$ 4,649.81 |
| | 12/20/19 | 419-420 | \$ 5,133.09 |
| Total | | | \$ 26,598.12 |

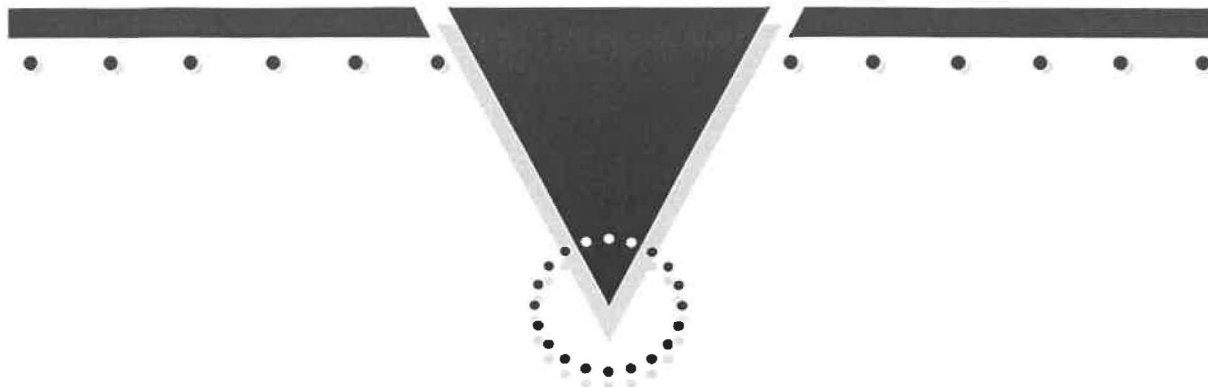
| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|---|----------|----------------------------------|--------|----------|----------------------------|
| 11/08/19 | 00014 | 10/10/19 47757 | 201910 320-53800-46400 | | LANDSCAPE MAINT OCT19 | * | 4,333.59 | |
| | | | | | DOWN TO EARTH LAWN CARE II, INC. | | | 4,333.59 000409 |
| 11/08/19 | 00004 | 9/30/19 01082161 | 201909 310-51300-48000 | | NOTICE OF MEETINGS FY20 | * | 237.50 | |
| | | | | | ORLANDO SENTINEL | | | 237.50 000410 |
| 11/12/19 | 00001 | 11/01/19 118 | 201911 310-51300-34000 | | MANAGEMENT FEES NOV19 | * | 3,094.33 | |
| | | 11/01/19 118 | 201911 310-51300-35100 | | TECHNOLOGY FEES NOV19 | * | 150.00 | |
| | | 11/01/19 118 | 201911 310-51300-31300 | | DISSEMINATION SRVC NOV19 | * | 583.33 | |
| | | 11/01/19 118 | 201911 310-51300-51000 | | OFFICE SUPPLIES | * | .03 | |
| | | 11/01/19 118 | 201911 310-51300-42000 | | POSTAGE | * | .50 | |
| | | 11/01/19 118 | 201911 310-51300-42500 | | COPIES | * | 32.10 | |
| | | 11/01/19 119 | 201911 320-53800-12000 | | FIELD MGMNT FEES NOV19 | * | 819.50 | |
| | | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 4,679.79 000411 |
| 11/21/19 | 00015 | 10/31/19 181060 | 201910 320-53800-46200 | | AQUATIC PLANT MGMT-OCT19 | * | 820.00 | |
| | | | | | APPLIED AQUATIC MANAGEMENT, INC | | | 820.00 000412 |
| 11/21/19 | 00014 | 11/10/19 50125 | 201911 320-53800-46400 | | LANDSCAPE MAINT NOV19 | * | 4,333.59 | |
| | | | | | DOWN TO EARTH LAWN CARE II, INC. | | | 4,333.59 000413 |
| 11/21/19 | 00021 | 11/01/19 1295 | 201911 320-53800-46700 | | FOUNTAIN MAINT NOV19 | * | 150.00 | |
| | | | | | GRUNIT POOL SERVICE | | | 150.00 000414 |
| 11/26/19 | 00014 | 9/18/19 46612 | 201909 320-53800-46600 | | IRRIGATION REPAIR 09/01 | * | 225.00 | |
| | | 10/01/19 48101 | 201909 320-53800-46600 | | IRRIGATION REPAIR 09/09 | * | 515.00 | |
| | | 11/19/19 51686 | 201911 320-53800-46600 | | IRRIGATION REPAIRS 11/19 | * | 550.75 | |
| | | | | | DOWN TO EARTH LAWN CARE II, INC. | | | 1,290.75 000415 |
| 12/06/19 | 00015 | 11/30/19 181916 | 201911 320-53800-46200 | | AQUATIC PLANT MGMT NOV19 | * | 820.00 | |
| | | | | | APPLIED AQUATIC MANAGEMENT, INC | | | 820.00 000416 |

WIND WINDSOR AT WES IARAUJO

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|----------------------------------|-------|-----------------------------------|--|-------------|--------|-----------|----------------------------|
| 12/06/19 | 00021 | 12/01/19 1311 | 201912 320-53800-46700 FOUNTAIN MAINT DEC19 | | * | 150.00 | |
| GRUNIT POOL SERVICE | | | | | | | 150.00 000417 |
| 12/10/19 | 00001 | 12/01/19 120 | 201912 310-51300-34000 MANAGEMENT FEES-DEC19 | | * | 3,094.33 | |
| | | 12/01/19 120 | 201912 310-51300-35100 INFO TECH-DEC19 | | * | 150.00 | |
| | | 12/01/19 120 | 201912 310-51300-31300 DISSEMINATION-DEC19 | | * | 583.33 | |
| | | 12/01/19 121 | 201912 320-53800-12000 FIELD MANAGEMENT-DEC19 | | * | 819.50 | |
| | | 12/09/19 122 | 201912 310-51300-51000 OFFICE SUPPLIES | | * | .15 | |
| | | 12/09/19 122 | 201912 310-51300-42000 POSTAGE | | * | 2.50 | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | | 4,649.81 000418 |
| 12/20/19 | 00014 | 12/10/19 52954 | 201912 320-53800-46400 LANDSCAPE MAINT - DEC19 | | * | 4,333.59 | |
| DOWN TO EARTH LAWN CARE II, INC. | | | | | | | 4,333.59 000419 |
| 12/20/19 | 00003 | 11/13/19 111535 | 201910 310-51300-31500 BOARD MTG/RESEARCH/AUDIT | | * | 799.50 | |
| HOPPING GREEN & SAMS | | | | | | | 799.50 000420 |
| TOTAL FOR BANK A | | | | | | 26,598.12 | |
| TOTAL FOR REGISTER | | | | | | 26,598.12 | |

WIND WINDSOR AT WES IARAUJO

SECTION 2



**Windsor at Westside
Community Development District**

Unaudited Financial Report

December 31, 2019



Table of Contents

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| 1 | Balance Sheet |
| 2-3 | General Fund Income Statement |
| 4 | Debt Service Income Statement Series 2015 |
| 5 | Debt Service Income Statement Series 2016 |
| 6 | Capital Projects Income Statement Series 2015 |
| 7 | Capital Projects Income Statement Series 2016 |
| 8 | Month to Month |
| 9 | Long Term Debt Summary |
| 10 | Assessment Receipt Schedule |
| 11 | Construction Schedule Series 2015 |
| 12 | Construction Schedule Series 2016 |

WINDSOR AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
December 31, 2019

| | MAJOR FUNDS | | | TOTAL GOVERNMENTAL FUNDS |
|--|------------------|------------------|------------------|--------------------------------|
| | GENERAL | DEBT SERVICE | CAPITAL PROJECTS | |
| <u>ASSETS:</u> | | | | |
| <u>CASH</u> | | | | |
| OPERATING ACCOUNT | \$750,437 | --- | --- | \$750,437 |
| <u>INVESTMENTS</u> | | | | |
| SERIES 2015 | | | | |
| RESERVE | --- | \$138,812 | --- | \$138,812 |
| REVENUE | --- | \$39,408 | --- | \$39,408 |
| INTEREST | --- | \$47 | --- | \$47 |
| SINKING FUND | --- | \$36 | --- | \$36 |
| CONSTRUCTION | --- | --- | \$34 | \$34 |
| SERIES 2016 | | | | |
| RESERVE | --- | \$210,313 | --- | \$210,313 |
| REVENUE | --- | \$28,498 | --- | \$28,498 |
| INTEREST | --- | \$21 | --- | \$21 |
| CONSTRUCTION | --- | --- | \$8,479 | \$8,479 |
| DUE FROM OTHER | \$13,820 | --- | --- | \$13,820 |
| DUE FROM GENERAL FUND | --- | \$567,034 | --- | \$567,034 |
| TOTAL ASSETS | \$764,257 | \$984,169 | \$8,513 | \$1,756,939 |
| <u>LIABILITIES:</u> | | | | |
| ACCOUNTS PAYABLE | \$1,093 | --- | --- | \$1,093 |
| DUE TO DEBT SERVICE | \$567,034 | --- | --- | \$567,034 |
| <u>FUND BALANCES:</u> | | | | |
| RESTRICTED FOR: | | | | |
| DEBT SERVICE 2015 | --- | \$403,626 | --- | \$403,626 |
| DEBT SERVICE 2016 | --- | \$580,543 | --- | \$580,543 |
| CAPITAL PROJECTS 2015 | --- | --- | \$34 | \$34 |
| CAPITAL PROJECTS 2016 | --- | --- | \$8,479 | \$8,479 |
| ASSIGNED | \$14,743 | --- | --- | \$14,743 |
| UNASSIGNED | \$181,387 | --- | --- | \$181,387 |
| TOTAL LIABILITIES & FUND EQUITY | \$764,257 | \$984,169 | \$8,513 | \$1,756,939 |

WINDSOR AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2019

| | ADOPTED BUDGET | PRORATED BUDGET THRU 12/31/19 | ACTUAL THRU 12/31/19 | VARIANCE |
|-------------------------------|-------------------|----------------------------------|-------------------------|----------------|
| <u>REVENUES:</u> | | | | |
| ASSESSMENTS - TAX ROLL | \$198,963 | \$163,325 | \$163,325 | \$0 |
| TOTAL REVENUES | \$198,963 | \$163,325 | \$163,325 | \$0 |
| <u>EXPENDITURES:</u> | | | | |
| <u>ADMINISTRATIVE:</u> | | | | |
| ENGINEERING | \$5,000 | \$1,250 | \$0 | \$1,250 |
| ATTORNEY | \$15,000 | \$3,750 | \$800 | \$2,951 |
| ARBITRAGE | \$450 | \$0 | \$0 | \$0 |
| DISSEMINATION | \$7,000 | \$1,750 | \$1,750 | \$0 |
| ANNUAL AUDIT | \$4,700 | \$0 | \$0 | \$0 |
| TRUSTEE FEES | \$7,000 | \$0 | \$0 | \$0 |
| ASSESSMENT ADMINISTRATION | \$5,000 | \$5,000 | \$5,000 | \$0 |
| MANAGEMENT FEES | \$37,132 | \$9,283 | \$9,283 | \$0 |
| INFORMATION TECHNOLOGY | \$1,800 | \$450 | \$450 | \$0 |
| TELEPHONE | \$100 | \$25 | \$0 | \$25 |
| POSTAGE | \$300 | \$75 | \$4 | \$72 |
| INSURANCE | \$5,950 | \$5,950 | \$5,533 | \$417 |
| PRINTING & BINDING | \$500 | \$125 | \$34 | \$91 |
| LEGAL ADVERTISING | \$3,000 | \$750 | \$0 | \$750 |
| OTHER CURRENT CHARGES | \$500 | \$125 | \$75 | \$50 |
| PROPERTY APPRAISER FEE | \$500 | \$500 | \$0 | \$500 |
| PROPERTY TAXES | \$100 | \$100 | \$0 | \$100 |
| OFFICE SUPPLIES | \$200 | \$50 | \$0 | \$50 |
| DUES, LICENSE & SUBSCRIPTIONS | \$175 | \$175 | \$175 | \$0 |
| TOTAL ADMINISTRATIVE | \$94,407 | \$29,358 | \$23,103 | \$6,255 |

WINDSOR AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2019

| | ADOPTED BUDGET | PRORATED BUDGET THRU 12/31/19 | ACTUAL THRU 12/31/19 | VARIANCE |
|--|-------------------|----------------------------------|-------------------------|-----------------|
| <u>OPERATION & MAINTENANCE:</u> | | | | |
| Contract Services | | | | |
| FIELD SERVICES | \$9,834 | \$2,459 | \$2,459 | \$0 |
| LANDSCAPE MAINTENANCE - CONTRACT | \$60,000 | \$15,000 | \$13,001 | \$1,999 |
| LAKE MAINTENANCE | \$10,500 | \$2,625 | \$2,460 | \$165 |
| WETLAND MONITORING & MAINTENANCE | \$9,400 | \$2,350 | \$0 | \$2,350 |
| PROPERTY INSURANCE | \$2,250 | \$2,250 | \$2,040 | \$210 |
| Repairs & Maintenance | | | | |
| LANDSCAPE MAINTENANCE - OTHER | \$10,000 | \$2,500 | \$0 | \$2,500 |
| REPAIRS - GENERAL | \$2,500 | \$625 | \$273 | \$353 |
| OPERATING SUPPLIES | \$2,000 | \$500 | \$0 | \$500 |
| IRRIGATION REPAIRS | \$3,000 | \$750 | \$551 | \$199 |
| SIGNAGE | \$1,500 | \$375 | \$0 | \$375 |
| FOUNTAIN MAINTENANCE | \$2,400 | \$600 | \$450 | \$150 |
| Utility | | | | |
| ELECTRIC | \$3,700 | \$925 | \$1,062 | (\$137) |
| IRRIGATION WATER | \$2,000 | \$500 | \$105 | \$395 |
| Other | | | | |
| CONTINGENCY | \$215 | \$54 | \$0 | \$54 |
| TOTAL MAINTENANCE | \$119,299 | \$31,512 | \$22,399 | \$9,113 |
| TOTAL EXPENDITURES | \$213,706 | \$60,870 | \$45,503 | \$15,368 |
| EXCESS REVENUES (EXPENDITURES) | (\$14,743) | | \$117,822 | |
| FUND BALANCE - Beginning | \$14,743 | | \$78,308 | |
| FUND BALANCE - Ending | \$0 | | \$196,130 | |

WINDSOR AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2015

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2019

| | ADOPTED BUDGET | PRORATED BUDGET THRU 12/31/19 | ACTUAL THRU 12/31/19 | VARIANCE |
|---------------------------------------|-------------------|----------------------------------|-------------------------|----------------|
| <u>REVENUES:</u> | | | | |
| SPECIAL ASSESSMENTS | \$276,388 | \$223,036 | \$223,036 | \$0 |
| INTEREST INCOME | \$500 | \$125 | \$1,338 | \$1,213 |
| TOTAL REVENUES | \$276,888 | \$223,161 | \$224,373 | \$1,213 |
| <u>EXPENDITURES:</u> | | | | |
| INTEREST - 11/1 | \$99,344 | \$99,344 | \$99,344 | \$0 |
| PRINCIPAL - 11/1 | \$75,000 | \$75,000 | \$75,000 | \$0 |
| INTEREST - 5/1 | \$97,844 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$272,188 | \$174,344 | \$174,344 | \$0 |
| EXCESS REVENUES (EXPENDITURES) | \$4,700 | | \$50,030 | |
| FUND BALANCE - Beginning | \$210,552 | | \$353,597 | |
| FUND BALANCE - Ending | \$215,252 | | \$403,626 | |

WINDSOR AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2016

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2019

| | ADOPTED BUDGET | PRORATED BUDGET THRU 12/31/19 | ACTUAL THRU 12/31/19 | VARIANCE |
|--|-------------------|----------------------------------|-------------------------|------------------|
| <u>REVENUES:</u> | | | | |
| ASSESSMENTS - TAX ROLL | \$418,750 | \$338,415 | \$338,415 | \$0 |
| INTEREST INCOME | \$500 | \$125 | \$1,894 | \$1,769 |
| TOTAL REVENUES | \$419,250 | \$338,540 | \$340,309 | \$1,769 |
| <u>EXPENDITURES:</u> | | | | |
| INTEREST - 11/1 | \$148,884 | \$148,884 | \$148,884 | \$0 |
| PRINCIPAL - 11/1 | \$120,000 | \$120,000 | \$120,000 | \$0 |
| INTEREST - 5/1 | \$146,784 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$415,668 | \$268,884 | \$268,884 | \$0 |
| <u>OTHER FINANCING SOURCES/(USES)</u> | | | | |
| TRANSFER OUT | \$0 | \$0 | (\$2,378) | (\$2,378) |
| TOTAL OTHER FINANCING SOURCES/(USES) | \$0 | \$0 | (\$2,378) | (\$2,378) |
| EXCESS REVENUES (EXPENDITURES) | \$3,582 | | \$69,047 | |
| FUND BALANCE - Beginning | \$294,914 | | \$511,496 | |
| FUND BALANCE - Ending | \$298,496 | | \$580,543 | |

WINDSOR AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND SERIES 2015

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2019

| | ADOPTED BUDGET | PRORATED BUDGET THRU 12/31/19 | ACTUAL THRU 12/31/19 | VARIANCE |
|---------------------------------------|-------------------|----------------------------------|-------------------------|------------|
| <u>REVENUES:</u> | | | | |
| INTEREST | \$0 | \$0 | \$0 | \$0 |
| TOTAL REVENUES | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> |
| <u>EXPENDITURES:</u> | | | | |
| CAPITAL OUTLAY | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> |
| EXCESS REVENUES (EXPENDITURES) | <u>\$0</u> | | <u>\$0</u> | |
| FUND BALANCE - Beginning | \$0 | | \$34 | |
| FUND BALANCE - Ending | <u>\$0</u> | | <u>\$34</u> | |

WINDSOR AT WESTSIDE

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND SERIES 2016

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending December 31, 2019

| | ADOPTED BUDGET | PRORATED BUDGET THRU 12/31/19 | ACTUAL THRU 12/31/19 | VARIANCE |
|--|-------------------|----------------------------------|-------------------------|----------------|
| <u>REVENUES:</u> | | | | |
| INTEREST | \$0 | \$0 | \$30 | \$30 |
| TOTAL REVENUES | \$0 | \$0 | \$30 | \$30 |
| <u>EXPENDITURES:</u> | | | | |
| CAPITAL OUTLAY | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$0 | \$0 | \$0 | \$0 |
| <u>OTHER FINANCING SOURCES/(USES)</u> | | | | |
| TRANSFER IN | \$0 | \$0 | \$2,378 | \$2,378 |
| TOTAL OTHER FINANCING SOURCES/(USES) | \$0 | \$0 | \$2,378 | \$2,378 |
| EXCESS REVENUES (EXPENDITURES) | \$0 | | \$2,408 | |
| FUND BALANCE - Beginning | \$0 | | \$6,071 | |
| FUND BALANCE - Ending | \$0 | | \$8,479 | |

WINDSOR AT WESTSIDE
Community Development District

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Total |
|---------------------------------------|-------------------|-----------------|------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------------|
| REVENUES: | | | | | | | | | | | | | |
| ASSESSMENTS - TAX ROLL | \$0 | \$19,164 | \$144,161 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$163,325 |
| ASSESSMENTS - DIRECT BILLED | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL REVENUES | \$0 | \$19,164 | \$144,161 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$163,325 |
| EXPENDITURES: | | | | | | | | | | | | | |
| ADMINISTRATIVE: | | | | | | | | | | | | | |
| ENGINEERING | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| ATTORNEY | \$800 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$800 |
| ARBITRAGE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| DISSEMINATION | \$583 | \$583 | \$583 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,750 |
| ANNUAL AUDIT | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TRUSTEE FEES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| ASSESSMENT ADMINISTRATION | \$5,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,000 |
| MANAGEMENT FEES | \$3,094 | \$3,094 | \$3,094 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$9,283 |
| INFORMATION TECHNOLOGY | \$150 | \$150 | \$150 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$450 |
| TELEPHONE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| POSTAGE | \$1 | \$1 | \$3 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$4 |
| INSURANCE | \$5,533 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,533 |
| PRINTING & BINDING | \$2 | \$32 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$34 |
| LEGAL ADVERTISING | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| OTHER CURRENT CHARGES | \$25 | \$27 | \$24 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$75 |
| PROPERTY APPRAISER FEE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| PROPERTY TAXES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| OFFICE SUPPLIES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| DUES, LICENSE & SUBSCRIPTIONS | \$175 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$175 |
| OPERATION & MAINTENANCE: | | | | | | | | | | | | | |
| Contract Services | | | | | | | | | | | | | |
| FIELD SERVICES | \$820 | \$820 | \$820 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,459 |
| LANDSCAPE MAINTENANCE - CONTRACT | \$4,334 | \$4,334 | \$4,334 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$13,001 |
| LAKE MAINTENANCE | \$820 | \$820 | \$820 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,460 |
| WETLAND MONITORING & MAINTENANCE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| PROPERTY INSURANCE | \$2,040 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,040 |
| Repairs & Maintenance | | | | | | | | | | | | | |
| LANDSCAPE MAINTENANCE - OTHER | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| REPAIRS - GENERAL | \$0 | \$0 | \$273 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$273 |
| OPERATING SUPPLIES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| IRRIGATION REPAIRS | \$0 | \$551 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$551 |
| SIGNAGE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| FOUNTAIN MAINTENANCE | \$150 | \$150 | \$150 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$450 |
| Utility | | | | | | | | | | | | | |
| ELECTRIC | \$339 | \$373 | \$350 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,062 |
| IRRIGATION WATER - TOHO | \$34 | \$36 | \$35 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$105 |
| Other | | | | | | | | | | | | | |
| CONTINGENCY | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$23,898 | \$10,970 | \$10,635 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$45,503 |
| Excess Revenues (Expenditures) | (\$23,898) | \$8,194 | \$133,526 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$117,822 |

**WINDSOR AT WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT
LONG TERM DEBT REPORT**

| SERIES 2015, SPECIAL ASSESSMENT BONDS (ASSESSMENT AREA ONE PROJECT) | | |
|--|------------------------------------|--------------------|
| INTEREST RATES: | 4.000%, 5.000%, 5.125% | |
| MATURITY DATE: | 11/1/2045 | |
| RESERVE FUND DEFINITION | 50% OF MAXIMUM ANNUAL DEBT SERVICE | |
| RESERVE FUND REQUIREMENT | \$138,194 | |
| RESERVE FUND BALANCE | \$138,812 | |
| BONDS OUTSTANDING - 6/30/15 | | \$4,190,000 |
| LESS: PRINCIPAL PAYMENT 11/1/16 | | (\$65,000) |
| LESS: PRINCIPAL PAYMENT 11/1/17 | | (\$70,000) |
| LESS: PRINCIPAL PAYMENT 11/1/18 | | (\$70,000) |
| LESS: PRINCIPAL PAYMENT 11/1/19 | | (\$75,000) |
| CURRENT BONDS OUTSTANDING | | \$3,910,000 |

| SERIES 2016, SPECIAL ASSESSMENT BONDS (ASSESSMENT AREA TWO PROJECT) | | |
|--|------------------------------------|--------------------|
| INTEREST RATES: | 3.500%, 4.125%, 4.750%, 5.000% | |
| MATURITY DATE: | 11/1/2046 | |
| RESERVE FUND DEFINITION | 50% OF MAXIMUM ANNUAL DEBT SERVICE | |
| RESERVE FUND REQUIREMENT | \$209,375 | |
| RESERVE FUND BALANCE | \$210,313 | |
| BONDS OUTSTANDING - 5/31/16 | | \$6,535,000 |
| LESS: PRINCIPAL PAYMENT 11/1/17 | | (\$110,000) |
| LESS: PRINCIPAL PAYMENT 11/1/18 | | (\$115,000) |
| LESS: PRINCIPAL PAYMENT 11/1/19 | | (\$120,000) |
| CURRENT BONDS OUTSTANDING | | \$6,190,000 |

Windsor at Westside CDD
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT RECEIPTS
Fiscal Year 2020

| | | | | | | | | |
|-------------------|----|---------|----|---------|----|---------|----|---------|
| GROSS ASSESSMENTS | \$ | 955,667 | \$ | 215,355 | \$ | 294,088 | \$ | 446,224 |
| NET ASSESSMENTS | \$ | 898,327 | \$ | 202,434 | \$ | 276,443 | \$ | 419,451 |

| DATE RECEIVED | DIST. | GROSS ASSESSMENTS | COMMISSIONS | DISCOUNTS/ PENALTIES | INTERST | NET AMOUNT RECEIVED | 2015 | | 2016 | |
|------------------|-------|----------------------|--------------|-------------------------|---------|------------------------|------------------------|------------------------|------------------------|---------------|
| | | | | | | | GENERAL FUND 22.53% | DEBT SERVICE 30.77% | DEBT SERVICE 46.69% | TOTAL 100% |
| 11/12/19 | ACH | \$1,023.79 | \$20.47 | \$53.22 | \$ - | \$ 950.10 | \$ 214.10 | \$ 292.37 | \$ 443.62 | \$ 950.10 |
| 11/12/19 | ACH | \$1,505.21 | \$30.10 | \$77.44 | \$ - | \$ 1,397.67 | \$ 314.96 | \$ 430.11 | \$ 652.61 | \$ 1,397.67 |
| 11/22/19 | ACH | \$13,203.63 | \$264.07 | \$517.56 | \$ - | \$ 12,422.00 | \$ 2,799.24 | \$ 3,822.63 | \$ 5,800.13 | \$ 12,422.00 |
| 11/22/19 | ACH | \$74,695.23 | \$1,493.90 | \$2,927.97 | \$ - | \$ 70,273.36 | \$ 15,835.78 | \$ 21,625.26 | \$ 32,812.32 | \$ 70,273.36 |
| 12/06/19 | ACH | \$647,532.44 | \$12,950.64 | \$25,382.56 | \$ - | \$ 609,199.24 | \$ 137,280.25 | \$ 187,469.22 | \$ 284,449.78 | \$ 609,199.24 |
| 12/09/19 | ACH | \$1,061.85 | \$21.24 | \$14.53 | \$ - | \$ 1,026.08 | \$ 231.23 | \$ 315.76 | \$ 479.10 | \$ 1,026.08 |
| 12/23/19 | ACH | \$31,220.39 | \$624.44 | \$1,088.74 | \$ - | \$ 29,507.21 | \$ 6,649.31 | \$ 9,080.27 | \$ 13,777.63 | \$ 29,507.21 |
| TOTALS | | \$ 770,242.54 | \$ 15,404.86 | \$ 30,062.02 | \$ - | \$ 724,775.66 | \$ 163,324.88 | \$ 223,035.62 | \$ 338,415.19 | \$ 724,775.66 |

**Windsor at Westside
Community Development District**

**Special Assessment Bonds, Series 2015
(Assessment Area One Project)**

| Date | Requisition # | Contractor | Description | Requisition |
|---|---------------|------------|-------------|-----------------|
| Fiscal Year 2019 | | | | |
| TOTAL | | | | \$ - |
| Fiscal Year 2019 | | | | |
| 10/1/18 | | Interest | | \$ 0.05 |
| 11/1/18 | | Interest | | \$ 0.06 |
| 12/3/18 | | Interest | | \$ 0.06 |
| 1/2/19 | | Interest | | \$ 0.06 |
| 2/1/19 | | Interest | | \$ 0.06 |
| 3/1/19 | | Interest | | \$ 0.06 |
| 4/1/19 | | Interest | | \$ 0.06 |
| 5/1/19 | | Interest | | \$ 0.06 |
| 6/3/19 | | Interest | | \$ 0.06 |
| 7/1/19 | | Interest | | \$ 0.06 |
| 8/1/19 | | Interest | | \$ 0.06 |
| 9/1/19 | | Interest | | \$ 0.06 |
| TOTAL | | | | \$ 0.71 |
| Acquisition/Construction Fund at 9/30/18 | | | | \$ 32.84 |
| Interest Earned thru 9/30/19 | | | | \$ 0.71 |
| Requisitions Paid thru 9/30/19 | | | | \$ - |
| Remaining Acquisition/Construction Fund | | | | \$ 33.55 |
| Fiscal Year 2020 | | | | |
| TOTAL | | | | \$ - |
| Fiscal Year 2020 | | | | |
| 10/1/19 | | Interest | | \$ 0.05 |
| 11/1/19 | | Interest | | \$ 0.05 |
| 12/1/19 | | Interest | | \$ 0.04 |
| TOTAL | | | | \$ 0.14 |
| Acquisition/Construction Fund at 10/01/2019 | | | | \$ 33.55 |
| Interest Earned thru 12/31/2019 | | | | \$ 0.14 |
| Requisitions Paid thru 12/31/2019 | | | | \$ - |
| Remaining Acquisition/Construction Fund | | | | \$ 33.69 |

Windsor at Westside
Community Development District
Special Assessment Bonds, Series 2016
(Assessment Area Two Project)

| Date | Requisition # | Contractor | Description | Requisition |
|---|---------------|--------------------|-------------|------------------------|
| Fiscal Year 2018 | | | | |
| 2/20/18 | 17 | Hopping Green Sams | | \$ 862.00 |
| 2/20/18 | 18 | Hopping Green Sams | | \$ 800.00 |
| 5/17/18 | 19 | Hopping Green Sams | | \$ 153.00 |
| 6/29/18 | 16 | Pulte Homes | | \$ 1,534,998.40 |
| TOTAL | | | | \$ 1,536,813.40 |
| Fiscal Year 2018 | | | | |
| 10/1/17 | | Interest | | \$ 1,170.63 |
| 11/1/17 | | Interest | | \$ 1,189.78 |
| 12/1/17 | | Interest | | \$ 1,189.91 |
| 1/1/18 | | Interest | | \$ 1,388.05 |
| 2/1/18 | | Interest | | \$ 1,548.17 |
| 3/1/18 | | Interest | | \$ 1,452.13 |
| 4/1/18 | | Interest | | \$ 1,790.19 |
| 5/1/18 | | Interest | | \$ 1,940.40 |
| 5/30/18 | | Transfer In | | \$ 2,351.89 |
| 6/1/18 | | Interest | | \$ 2,101.91 |
| 7/1/18 | | Interest | | \$ 2,010.25 |
| 8/1/18 | | Interest | | \$ 2.96 |
| 9/1/18 | | Interest | | \$ 3.09 |
| TOTAL | | | | \$ 18,139.36 |
| Acquisition/Construction Fund at 9/30/17 | | | | \$ 1,520,690.34 |
| Interest Earned and Transfer In thru 09/30/18 | | | | \$ 18,139.36 |
| Requisitions Paid thru 09/30/18 | | | | \$ (1,536,813.40) |
| Remaining Acquisition/Construction Fund | | | | \$ 2,016.30 |
| Fiscal Year 2019 | | | | |
| TOTAL | | | | \$ - |
| Fiscal Year 2019 | | | | |
| 10/1/18 | | Interest | | \$ 3.10 |
| 10/24/18 | | Transfer In | | \$ 1,745.89 |
| 11/1/18 | | Interest | | \$ 4.27 |
| 12/3/18 | | Interest | | \$ 6.47 |
| 1/2/19 | | Interest | | \$ 6.96 |
| 2/1/19 | | Interest | | \$ 7.31 |
| 3/1/19 | | Interest | | \$ 6.64 |
| 4/1/19 | | Interest | | \$ 7.41 |
| 4/1/19 | | Transfer In | | \$ 2,214.80 |
| 5/1/19 | | Interest | | \$ 7.36 |
| 6/3/19 | | Interest | | \$ 11.69 |
| 7/1/19 | | Interest | | \$ 11.19 |
| 8/1/19 | | Interest | | \$ 11.44 |
| 9/1/19 | | Interest | | \$ 10.49 |
| TOTAL | | | | \$ 4,055.02 |
| Acquisition/Construction Fund at 9/30/18 | | | | \$ 2,016.30 |
| Interest Earned thru 9/30/19 | | | | \$ 4,055.02 |
| Requisitions Paid thru 9/30/19 | | | | \$ - |
| Remaining Acquisition/Construction Fund | | | | \$ 6,071.32 |
| Fiscal Year 2020 | | | | |
| TOTAL | | | | \$ - |
| Fiscal Year 2020 | | | | |
| 10/1/19 | | Interest | | \$ 9.95 |
| 10/1/19 | | Transfer In | | \$ 2,377.62 |
| 11/1/19 | | Interest | | \$ 9.55 |
| 12/1/19 | | Interest | | \$ 10.88 |
| TOTAL | | | | \$ 2,408.00 |
| Acquisition/Construction Fund at 10/01/2019 | | | | \$ 6,071.32 |
| Interest Earned thru 12/31/2019 | | | | \$ 2,408.00 |
| Requisitions Paid thru 12/31/2019 | | | | \$ - |
| Remaining Acquisition/Construction Fund | | | | \$ 8,479.32 |