

**DEERING PARK
STEWARDSHIP
DISTRICT**

May 12, 2026

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**DEERING PARK
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

Deering Park Stewardship District

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

<https://deeringparkstewardship.com/>

May 5, 2026

Board of Supervisors
Deering Park Stewardship District

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Deering Park Stewardship District will hold a Regular Meeting on May 12, 2026 at 2:00 p.m., in-person at Storch Law Firm, located at 420 S. Nova Road, Daytona Beach, Florida 32114 and via Teams Meeting ID: [288 593 777 667 6](#), Passcode: [Bb7KT2zC](#) (see link below). The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2026-03, Approving a Proposed Budget(s) for FY 2027; Setting a Public Hearing Thereon and Directing Publication; Addressing Transmittal and Posting Requirements; Addressing Severability and Effective Date
4. Consideration of England-Thims & Miller, Inc., Work Authorization #2 Amendment 1 [General Consulting Engineering Services]
5. Consideration of Deering Park 1, LLC Construction Funding Agreement
6. Consideration of Resolution 2026-04, to Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Amended Rules of Procedure; and Providing an Effective Date
 - A. Amended Rules of Procedure
7. Discussion: Stormwater Pond Maintenance Services Agreement
 - Consideration of Stormwater Pond Maintenance Proposals
8. Review: Grant Tracker
9. Acceptance of Unaudited Financial Statements as of March 31, 2026
10. Approval of March 10, 2026 Regular Meeting Minutes

11. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *England-Thims & Miller, Inc.*
- C. Field Operations: *First Service Residential*
- D. District Manager: *Wrathell, Hunt and Associates, LLC*

- Registered Voters in District as of April 15, 2026
 - Brevard: 0
 - Volusia: 2
- Property Insurance on Vertical Assets
- Form 1 Submission and Ethics Training
- NEXT MEETING DATE: June 9, 2026 at 2:00 PM
 - QUORUM CHECK

SEAT 1	ROBBIE LEE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	WILLIAM FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	GLENN STORCH	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JAMES BOYD	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JOEY POSEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- Performance Measures/Standards & Annual Reporting Form (*for informational purposes*)

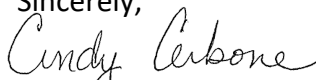
12. Board Members' Comments/Requests

13. Public Comments

14. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,



Cindy Cerbone
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT CODE: 867 327 4756

TEAMS MEETING ID: 288 593 777 667 6

PASSCODE: Bb7KT2zC

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDNIYWI3ODYtZWVknS00YjZkLWlyMDYtNGM0YjY3YTY3NDA3%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d

**DEERING PARK
STEWARDSHIP DISTRICT**

3

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT APPROVING A PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026 and ending September 30, 2027 (“FY 2027”), the District Manager prepared and submitted to the Board of Supervisors (“Board”) of the Deering Park Stewardship District (“District”) prior to July 15, 2026, the proposed budget(s) attached hereto as **Exhibit A** (“Proposed Budget”); and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT:

1. PROPOSED BUDGET APPROVED. The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminary.

2. SETTING A PUBLIC HEARING; DIRECTING PUBLICATION. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE:	_____
TIME:	2:00 PM
LOCATION:	Storch Law Firm
	420 S. Nova Road
	Daytona Beach, Florida 32114

3. TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET. The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. SEVERABILITY; EFFECTIVE DATE. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th of May, 2026.

Attest:

DEERING PARK STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A: Proposed Budget

**DEERING PARK
STEWARDSHIP DISTRICT
FISCAL YEAR 2027
PROPOSED BUDGET**

**DEERING PARK
STEWARDSHIP DISTRICT
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**DEERING PARK
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY2027
	Adopted Budget FY2026	Actual through 3/31/26	Projected through 9/30/2026	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$149,262	\$ 149,262	\$ 1,653,958
Landowner contribution - Swallowtail, LLC	130,208	49,604	-	-	-
Landowner contribution - Deering Park 1, LLC	216,300	-	-	-	-
Total revenues	<u>346,508</u>	<u>49,604</u>	<u>149,262</u>	<u>149,262</u>	<u>1,653,958</u>
EXPENDITURES					
Professional & administration					
Supervisors	12,918	2,584	6,450	9,034	12,918
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	30,000	6,427	23,573	30,000	30,000
Engineering	3,500	4,457	4,500	8,957	10,000
Engineering - SW and PF reporting	-	-	-	-	10,000
Audit	3,075	-	3,500	3,500	4,500
Arbitrage rebate calculation	750	-	350	350	750
Dissemination agent	1,000	500	500	1,000	1,000
Trustee	6,500	-	6,500	6,500	6,500
EMMA software service	1,500	-	750	750	7,500
DSF accounting: master bonds	7,500	3,750	3,750	7,500	15,000
Postage	500	10	490	500	500
Printing and binding	500	250	250	500	500
Legal advertising	6,500	4,091	2,409	6,500	6,500
Annual district filing fee	175	175	-	175	175
Insurance - GL, POL	6,200	6,163	-	6,163	6,800
Miscellaneous- bank charges	675	1,674	2,000	3,674	4,000
Website:					
Hosting & updates	705	-	705	705	705
ADA compliance	210	-	210	210	210
Total professional & admin	<u>130,208</u>	<u>54,081</u>	<u>79,937</u>	<u>134,018</u>	<u>165,558</u>
Field operations					
Field operations management	25,000	-	-	-	40,000
FSR salaries & benefits					
General Manager	-	-	-	-	45,000
Lifestyle Director	-	-	-	-	47,500
Fields Maintenance Manager	-	-	-	-	80,000
Stormwater management					
Total stormwater management	-	-	-	-	280,000
Conservation area maintenance	10,000	-	5,000	5,000	-
Wetland monitoring and reporting	10,000	-	-	-	-
Pond maintenance	12,000	-	-	-	-
Pond erosion repairs	2,500	-	-	-	-
Fountain maintenance	800	-	-	-	-
Landscape maintenance					
Total landscape maintenance	-	-	-	-	775,000
Landscape & irrigation maintenance	60,000	-	-	-	-
Nuisance and exotic control	10,000	-	-	-	-
Plant replacement	5,000	-	-	-	-
Irrigation repairs	3,000	-	-	-	-
Irrigation water	5,000	-	-	-	-
Unimproved area mowing	10,000	-	-	-	-
Arbor care	5,000	-	-	-	-
Entry monuments and features					
Total entry monuments	-	-	-	-	17,500
Monument electricity	2,000	-	-	-	-
Pressure washing/maintenance	1,000	-	-	-	-
Parks and trails					
Total parks and trails	-	-	-	-	90,000
Pressure washing	-	-	-	-	-
Parks and trails services	5,000	-	-	-	-
Utilities	7,000	-	-	-	-
Insurance	25,000	-	-	-	-

**DEERING PARK
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY2027
	Adopted Budget FY2026	Actual through 3/31/26	Projected through 9/30/2026	Total Actual & Projected	
Repairs and maintenance	3,000	-	-	-	-
Miscellaneous					
Streetlighting	6,000	-	5,000	5,000	59,400
Electricity	4,000	-	5,000	5,000	4,000
Contingency	5,000	-	5,000	5,000	50,000
Total field operations	<u>216,300</u>	<u>-</u>	<u>15,000</u>	<u>15,000</u>	<u>1,488,400</u>
Total expenditures	<u>346,508</u>	<u>54,081</u>	<u>94,937</u>	<u>149,018</u>	<u>1,653,958</u>

**DEERING PARK
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY2027
	Adopted Budget FY2026	Actual through 3/31/26	Projected through 9/30/2026	Total Actual & Projected	
Net increase/(decrease) of fund balance	-	(4,477)	54,325	244	-
Fund balance - beginning (unaudited)	-	(244)	(4,721)	(244)	-
Fund balance - ending (projected):					
Assigned:					
3 months working capital	-	-	-	-	-
Disaster recovery	-	-	-	-	-
Unassigned	-	(4,721)	49,604	-	-
Fund balance - ending (projected)	\$ -	\$ (4,721)	\$ 49,604	\$ -	\$ -

**DEERING PARK
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administration

Supervisors	\$ 12,918
Supervisors pay is statutorily set at \$200 , per Supervisor, (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800, per Supervisor, for each fiscal year. It is anticipated the Board will meet 9 times a year.	
Management/recording/accounting ²	48,000
Wrathell, Hunt and Associates, LLC specializes in managing special districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develops financing programs, administers the issuance of tax exempt bond financings and operates and maintains the assets of the District.	
Legal	30,000
Kutak Rock, LLP will provide legal representation for issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	10,000
The District engineer will provide engineering, consulting and construction services to the District while crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Engineering - SW and PF reporting	10,000
Audit	4,500
The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.	
Arbitrage rebate calculation	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent ¹	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934.	
Trustee (related to master bonds)	6,500
Annual fees paid for services provided as trustee, paying agent and registrar.	
EMMA software service	7,500
Debt service fund accounting: master bonds ¹	15,000
Postage	500
Mailing agenda packages, overnight deliveries, correspondence, etc.	
Printing and binding	500
Legal advertising	6,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance - GL, POL	6,800
Miscellaneous- bank charges	4,000

**DEERING PARK
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Hosting & updates	705
ADA compliance	210
Field operations	
Field operations management	40,000
FSR salaries & benefits	
General Manager	45,000
Lifestyle Director	47,500
Fields Maintenance Manager	80,000
Stormwater management	
Total stormwater management	280,000
Conservation area maintenance	-
Wetland monitoring and reporting	-
Pond maintenance	-
Pond erosion repairs	-
Fountain maintenance	-
Landscape maintenance	
Total landscape maintenance	775,000
Landscape & irrigation maintenance	-
Nuisance and exotic control	-
Plant replacement	-
Irrigation repairs	-
Irrigation water	-
Unimproved area mowing	-
Arbor care	-
Entry monuments and features	
Total entry monuments	17,500
Monument electricity	-
Pressure washing/maintenance	-
Parks and trails	
Total parks and trails	90,000
Parks and trails services	-
Utilities	-
Insurance	-
Repairs and maintenance	-
Miscellaneous	
Streetlighting	59,400
Electricity	4,000
Contingency	50,000
Total field operations	<u>1,488,400</u>
Total expenditures	<u>\$ 1,653,958</u>

**DEERING PARK
STEWARDSHIP DISTRICT
SPECIAL REVENUE FUND - ACTIVE ADULT AREA
SPECIAL REVENUE FUND BUDGET**

	<u>Proposed FY 2027 Budget</u>
REVENUES	
Assessment levy: off-roll	<u>\$ 50,000</u>
Total revenues	<u>50,000</u>
 EXPENDITURES	
Field Operations	
<i>Amenity Complexes</i>	
Amenity complexes	<u>50,000</u>
Total expenditures	<u>50,000</u>
Net increase/(decrease) of fund balance	-
Fund balance - beginning (unaudited)	<u>-</u>
Fund balance - ending (projected):	
Unassigned	-
Fund balance - ending (projected)	<u><u>\$ -</u></u>

**DEERING PARK
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Field Operations

Amenity Complexes

Amenity complexes

Total expenditures

\$ 50,000

\$ 50,000

**DEERING PARK
STEWARDSHIP DISTRICT
DEBT SERVICE FUND SERIES 2025 BUDGET
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY2027
	Adopted Budget FY2026	Actual through 3/31/26	Projected through 9/30/2026	Total Revenue & Expenditures	
REVENUES					
Off-roll assessment levy	\$ -	\$ -	\$ 1,331,925	\$ 1,331,925	\$ 1,331,950
Interest	-	21,804	-	21,804	-
Total revenues	-	21,804	1,331,925	1,353,729	1,331,950
EXPENDITURES					
Debt service					
Principal	-	-	240,000	240,000	250,000
Interest	-	91,282	547,694	638,976	1,085,188
Cost of issuance	-	274,272	-	274,272	-
Total debt service	-	365,554	787,694	1,153,248	1,335,188
Other fees & charges					
Underwriter's discount	-	364,500	-	364,500	-
Total other fees & charges	-	364,500	-	364,500	-
Total expenditures	-	730,054	787,694	1,517,748	1,335,188
Excess/(deficiency) of revenues over/(under) expenditures	-	(708,250)	544,231	(164,019)	(3,238)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	2,147,309	-	2,147,309	-
Transfer in	-	32,770	-	32,770	-
Total other financing sources/(uses)	-	2,180,079	-	2,180,079	-
Net increase/(decrease) in fund balance	-	1,471,829	544,231	2,016,060	(3,238)
Fund balance - beginning (unaudited)	-	(89,502)	1,382,327	(89,502)	1,926,558
Fund balance - ending (projected)	\$ -	\$ 1,382,327	\$ 1,926,558	\$ 1,926,558	1,923,320
Use of fund balance					
Debt service reserve balance (required)					(1,331,925)
Interest expense - November 1, 2027					(537,281)
Projected fund balance surplus/(deficit) as of September 30, 2027					\$ 54,114

**DEERING PARK
STEWARDSHIP DISTRICT
SERIES 2025 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			91,282.29	91,282.29	18,225,000.00
05/01/26	240,000.00	4.250%	547,693.75	787,693.75	17,985,000.00
11/01/26			542,593.75	542,593.75	17,985,000.00
05/01/27	250,000.00	4.250%	542,593.75	792,593.75	17,735,000.00
11/01/27			537,281.25	537,281.25	17,735,000.00
05/01/28	260,000.00	4.250%	537,281.25	797,281.25	17,475,000.00
11/01/28			531,756.25	531,756.25	17,475,000.00
05/01/29	270,000.00	4.250%	531,756.25	801,756.25	17,205,000.00
11/01/29			526,018.75	526,018.75	17,205,000.00
05/01/30	285,000.00	4.250%	526,018.75	811,018.75	16,920,000.00
11/01/30			519,962.50	519,962.50	16,920,000.00
05/01/31	300,000.00	6.000%	519,962.50	819,962.50	16,620,000.00
11/01/31			510,962.50	510,962.50	16,620,000.00
05/01/32	315,000.00	6.000%	510,962.50	825,962.50	16,305,000.00
11/01/32			501,512.50	501,512.50	16,305,000.00
05/01/33	335,000.00	6.000%	501,512.50	836,512.50	15,970,000.00
11/01/33			491,462.50	491,462.50	15,970,000.00
05/01/34	355,000.00	6.000%	491,462.50	846,462.50	15,615,000.00
11/01/34			480,812.50	480,812.50	15,615,000.00
05/01/35	380,000.00	6.000%	480,812.50	860,812.50	15,235,000.00
11/01/35			469,412.50	469,412.50	15,235,000.00
05/01/36	400,000.00	6.000%	469,412.50	869,412.50	14,835,000.00
11/01/36			457,412.50	457,412.50	14,835,000.00
05/01/37	430,000.00	6.000%	457,412.50	887,412.50	14,405,000.00
11/01/37			444,512.50	444,512.50	14,405,000.00
05/01/38	455,000.00	6.000%	444,512.50	899,512.50	13,950,000.00
11/01/38			430,862.50	430,862.50	13,950,000.00
05/01/39	480,000.00	6.000%	430,862.50	910,862.50	13,470,000.00
11/01/39			416,462.50	416,462.50	13,470,000.00
05/01/40	510,000.00	6.000%	416,462.50	926,462.50	12,960,000.00
11/01/40			401,162.50	401,162.50	12,960,000.00
05/01/41	545,000.00	6.000%	401,162.50	946,162.50	12,415,000.00
11/01/41			384,812.50	384,812.50	12,415,000.00
05/01/42	575,000.00	6.000%	384,812.50	959,812.50	11,840,000.00
11/01/42			367,562.50	367,562.50	11,840,000.00
05/01/43	610,000.00	6.000%	367,562.50	977,562.50	11,230,000.00
11/01/43			349,262.50	349,262.50	11,230,000.00
05/01/44	650,000.00	6.000%	349,262.50	999,262.50	10,580,000.00
11/01/44			329,762.50	329,762.50	10,580,000.00
05/01/45	690,000.00	6.000%	329,762.50	1,019,762.50	9,890,000.00
11/01/45			309,062.50	309,062.50	9,890,000.00
05/01/46	735,000.00	6.250%	309,062.50	1,044,062.50	9,155,000.00
11/01/46			286,093.75	286,093.75	9,155,000.00
05/01/47	780,000.00	6.250%	286,093.75	1,066,093.75	8,375,000.00
11/01/47			261,718.75	261,718.75	8,375,000.00
05/01/48	830,000.00	6.250%	261,718.75	1,091,718.75	7,545,000.00
11/01/48			235,781.25	235,781.25	7,545,000.00
05/01/49	885,000.00	6.250%	235,781.25	1,120,781.25	6,660,000.00

**DEERING PARK
STEWARDSHIP DISTRICT
SERIES 2025 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/49			208,125.00	208,125.00	6,660,000.00
05/01/50	945,000.00	6.250%	208,125.00	1,153,125.00	5,715,000.00
11/01/50			178,593.75	178,593.75	5,715,000.00
05/01/51	1,005,000.00	6.250%	178,593.75	1,183,593.75	4,710,000.00
11/01/51			147,187.50	147,187.50	4,710,000.00
05/01/52	1,070,000.00	6.250%	147,187.50	1,217,187.50	3,640,000.00
11/01/52			113,750.00	113,750.00	3,640,000.00
05/01/53	1,140,000.00	6.250%	113,750.00	1,253,750.00	2,500,000.00
11/01/53			78,125.00	78,125.00	2,500,000.00
05/01/54	1,210,000.00	6.250%	78,125.00	1,288,125.00	1,290,000.00
11/01/54			40,312.50	40,312.50	1,290,000.00
05/01/55	1,290,000.00	6.250%	40,312.50	1,330,312.50	-
Total	18,225,000.00		21,743,651.04	39,968,651.04	

**DEERING PARK
STEWARDSHIP DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2027 ASSESSMENTS**

Off-Roll Assessments

Deering Park North

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2027 O&M Assessment per Unit</u>	<u>FY 2027 SRF Assessment per Unit</u>	<u>FY 2027 DS Assessment per Unit</u>	<u>FY 2027 Total Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>
SF 34'	25	\$ 1,685.55	\$ 61.19	\$ 1,350.00	\$ 3,096.74	n/a
SF 40'	55	1,779.19	64.59	1,450.00	3,293.78	n/a
SF 45'	38	1,816.65	65.95	1,450.00	3,332.60	n/a
SF 50'	103	1,872.84	67.99	1,500.00	3,440.83	n/a
SF 60'	53	2,003.93	72.75	1,600.00	3,676.68	n/a
Total	274					

Off-Roll Assessments

Deering Park Center

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2027 O&M Assessment per Unit</u>	<u>FY 2027 SRF Assessment per Unit</u>	<u>FY 2027 DS Assessment per Unit</u>	<u>FY 2027 Total Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>
Townhome	258	\$ 1,498.27	\$ 54.40	\$ 1,200.00	\$ 2,752.67	n/a
SF 50'	94	1,872.84	67.99	1,500.00	3,440.83	n/a
SF 55'	82	1,929.02	70.03	1,600.00	3,599.05	n/a
SF 60'	74	2,003.93	72.75	1,600.00	3,676.68	n/a
SF 40' Age Restricted	29	1,629.37	-	1,350.00	2,979.37	n/a
SF 50' Age Restricted	86	1,685.55	-	1,350.00	3,035.55	n/a
SF 60' Age Restricted	47	1,723.01	-	1,400.00	3,123.01	n/a
SF 70' Age Restricted	2	1,779.19	-	1,400.00	3,179.19	n/a
Total	672					

**DEERING PARK
STEWARDSHIP DISTRICT**

4

WORK AUTHORIZATION # 2

March 9, 2026

**Deering Park Stewardship District
City of Edgewater, Brevard County and Volusia County, Florida**

**Subject: Work Authorization Number 2- Amendment 1
General Consulting Engineering Services**

Dear Chairperson, Board of Supervisors:

England-Thims & Miller, Inc. (“Engineering Professional”) is pleased to submit this work authorization to provide professional services for the Deering Park Stewardship District (“District”). We will provide these services pursuant to our current agreement dated June 1, 2023 (“Agreement”) as follows:

I. Scope of Work

This scope of work is a supplement to the previously authorized Work Authorization # 2 of this Work Authorization. ETM shall provide additional general consulting engineering services for the Deering Park Stewardship District as directed by the Board of Supervisors or their designee. General consulting services shall include, but not be limited to:

- | | |
|---|---|
| 1. Attending Meetings | 5. Development and Analysis of District Projects |
| 2. Preparation of Engineering Reports and Studies | 6. Operation and Maintenance Inspections |
| 3. Preparation of Cost Estimates and Budgets | 7. Prepare Presentation Documents for District Meeting3 |
| 4. Technical Support for DPSD staff | |

The outlined services shall be performed on a time and material basis at the currently approved rate and expense schedule. The estimated fee shall not be exceeded without further authorization. The estimated fee is not a guaranteed maximum cost.

Estimated Fee	\$10,000.00
Original Fee	\$10,000.00
Proposed Increase	\$10,000.00
New Budget/Fee	\$20,000.00

II. Fees

The District will compensate Engineering Professional in accordance with the terms of the Agreement and **Schedule A.**

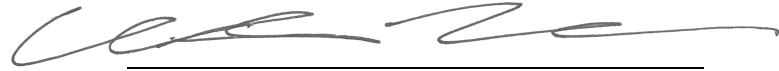
This proposal, together with the Agreement, represents the entire understanding between the District and Engineering Professional with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of Deering Park
Stewardship District



Christopher Warshaw, P.E.
Principal Vice President/Shareholder
England-Thims & Miller, Inc.

Date: _____

SCHEDULE A – Hourly Fee Schedule

ENGLAND-THIMS & MILLER, INC. HOURLY FEE SCHEDULE – 2025

CEO / Chairman / Founder	\$ 475.00 / Hr.
Executive Vice President	\$ 370.00 / Hr.
Principal - Vice President	\$ 305.00 / Hr.
Vice President	\$ 295.00 / Hr.
Senior Advisor	\$ 325.00 / Hr.
Senior Engineer / Senior Project Manager	\$ 255.00 / Hr.
Project Manager / Construction Project Manager	\$ 225.00 / Hr.
Director	\$ 210.00 / Hr.
Engineer	\$ 190.00 / Hr.
Assistant Project Manager	\$ 165.00 / Hr.
Senior Planner / Planning Manager	\$ 225.00 / Hr.
Senior Environmental Scientist	\$ 240.00 / Hr.
Planner	\$ 170.00 / Hr.
CEI Senior Project Engineer	\$ 320.00 / Hr.
Senior Construction Representative	\$ 205.00 / Hr.
Construction Representative	\$ 180.00 / Hr.
CEI Inspector	\$ 140.00 / Hr.
Senior Landscape Architect	\$ 215.00 / Hr.
Landscape Architect	\$ 190.00 / Hr.
GIS Director	\$ 205.00 / Hr.
GIS Solutions / Engineer / Manager	\$ 185.00 / Hr.
GIS Analyst	\$ 155.00 / Hr.
GIS Consultant	\$ 165.00 / Hr.
GIS Specialist	\$ 150.00 / Hr.
Senior Engineering Designer	\$ 170.00 / Hr.
Senior Landscape Designer	\$ 170.00 / Hr.
Engineering / Landscape Designer	\$ 155.00 / Hr.
Engineering Intern	\$ 150.00 / Hr.
CADD / GIS Technician	\$ 145.00 / Hr.
Project Coordinator / CSS	\$ 120.00 / Hr.
Administrative Support	\$ 110.00 / Hr.

* ETM's standard hourly billing rates are reevaluated annually, prior to the beginning of the calendar year.

Revised December 27, 2024

**DEERING PARK
STEWARDSHIP DISTRICT**

5

**CONSTRUCTION FUNDING AGREEMENT BETWEEN DEERING PARK STEWARDSHIP DISTRICT
AND DEERING PARK 1, LLC**

THIS AGREEMENT (the “**Agreement**”) is made and entered into this _____ day of _____ 2026, by and between:

DEERING PARK STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to 2020-197, Laws of Florida, and located in the City of Edgewater, Brevard County and Volusia County, Florida (hereinafter the “**District**”), with an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 and

DEERING PARK 1, LLC, a Florida limited liability company and a developer within the District (“**Developer**”) with an address of 105 NE 1st Street, Delray Beach, Florida 33444.

RECITALS

WHEREAS, the District is authorized by Chapter 2020-197, Laws of Florida (the “**Act**”), to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct infrastructure projects and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the Developer is the developer of the lands within and adjacent to the boundaries of the District (the “**Development**”) upon which District improvements have been or will be made; and

WHEREAS, the District, pursuant to Chapter 2020-197, Laws of Florida, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of public infrastructure improvements, including all acquisition, construction and design, engineering, legal, or other construction, professional, or administrative costs (the “**Improvements**”) as more particularly described in the engineering work authorization attached as **Exhibit A** (collectively, the “**Project**”); and

WHEREAS, the District is currently without sufficient funds available to provide for the design, acquisition or construction of the Improvements; and

WHEREAS, in order to induce the District to proceed at this time with the design, and/or acquisition or construction of the Improvements, the Developer desires to provide the funds necessary to enable the District to proceed with the design and/or acquisition or construction of same; and

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by the reference are incorporated herein as a material part of this Agreement.

2. FUNDING. The parties agree that certain funds provided by Developer pursuant to this Agreement may be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds in the future. Within forty-five (45) days of receipt of sufficient funds by the District for the District's work efforts as described in Exhibit A from the issuance of bonds, the District shall reimburse Developer in full, exclusive of interest, for the funds advanced under paragraph two (2) above; provided, however, that in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred.

3. DEFAULT. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special, or punitive damages.

4. ENFORCEMENT OF AGREEMENT. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

5. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

6. AMENDMENTS. Amendments to and waivers of the provisions in this Agreement may be made only by an instrument in writing that is executed by both of the Parties hereto.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each Party has complied with all the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

8. NOTICES. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. **If to the District:** Deering Park Stewardship District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

- With a copy to:** Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

- B. **If to Developer:** Deering Park 1, LLC
105 NE 1st Street
Delray Beach, Florida 33444
Attn: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the Parties. Any Party or other person to whom Notices are to be sent or copied may notify the other Party and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof. All of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

10. NEGOTIATION AT ARM’S LENGTH. This Agreement has been negotiated fully between the Parties as an arm’s length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

11. ASSIGNMENT. Neither Party may assign this Agreement nor any monies to become due hereunder without the prior written approval of the other Party.

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

13. TERM. The Agreement shall be effective upon the date first written above and shall remain in effect unless terminated by mutual agreement of the Parties hereto.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

16. SOVEREIGN IMMUNITY. The Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when taken together shall constitute but one and the same instrument constituting this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties execute this agreement the day and year first written above.

ATTEST:

DEERING PARK STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

DEERING PARK 1, LLC, a Florida limited liability company

Name: _____
Title: _____

Exhibit A: Work Authorization #9

Exhibit A

WORK AUTHORIZATION # 9

May 4, 2026

**Deering Park Stewardship District
City of Edgewater, Brevard County and Volusia County, Florida**

**Subject: Work Authorization Number 9
Deering Park Off-Site Force Main**

Dear Chairperson, Board of Supervisors:

England-Thims & Miller, Inc. ("Engineering Professional") is pleased to submit this work authorization to provide professional services for the Deering Park Stewardship District ("District"). We will provide these services pursuant to our current agreement dated June 1, 2023 ("Agreement") as follows:

I. Scope of Work

The District hereby engages the services of Engineering Professional to perform the work described in **Exhibit A**, attached hereto.

II. Fees

The District will compensate Engineering Professional in accordance with the terms of the Agreement and **Exhibit A**.

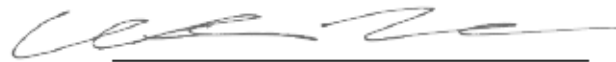
This proposal, together with the Agreement, represents the entire understanding between the District and Engineering Professional with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of Deering Park
Stewardship District



Christopher Warshaw, P.E.
Principal Vice President
England-Thims & Miller, Inc.

Date: _____

May 4, 2026

Board of Supervisors
Deering Park Stewardship District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

**RE: Deering Park Offsite Force Main
ETM No.: 22-213-05-004**

Dear Board of Supervisors,

England-Thims & Miller, Inc. (ETM) is pleased to submit this proposal for engineering services for the proposed ±28,000 LF offsite force main. This project has been identified as a required improvement within the Wastewater Agreement between the City of Edgewater and the Deering Park Development Company. The agreement and the preliminary analysis note that this extension is anticipated to be a 24" force main, however the exact size is subject to City of Edgewater Approval and utility modelling. ETM also anticipates discussion with the city on if there is a need to upsize any portion of the extension to support future city needs. Prior to upsizing any part of the line, ETM will coordinate with the client to confirm.

This proposal is anticipated to be completed in three (3) phases. The first phase is to do a preliminary analysis of the utility extension to determine size and the preferred route for the extension. The second phase is to complete construction drawings and submit for permits. The third phase is for construction administration services. This scope of work is only for the first phase of the preliminary engineering and route analysis.

PART A – PRELIMINARY ENGINEERING/ROUTE ANALYSIS

1. UTILITY MODELING AND SIZE DETERMINATION

ETM proposes to prepare an updated utility model for the project to determine the minimum force main size needed to support the proposed project. The existing Deering Park Master Wastewater Model is anticipated to be used for this effort. The previously approved new Lift Station 40 will be assumed to be already constructed. During this effort, ETM proposes to coordinate with the city to determine if there is a need for any upsizing and adjust the proposed conditions utility model as needed.

Lump Sum Fee.....\$15,980.00

2. UTILITY ROUTE STUDY

ETM proposes to conduct a utility route study to determine (up to three [3] alternatives included) route alternatives for the proposed projects. Upon preparation of the utility route study, ETM proposes to conduct a field review of the proposed routes to identify any key constraints within each route. This task also includes the necessary collection and evaluation of the CITY's as-builts and data records to determine the optimal force main route. This also includes analyzing various proposed force main route options and regularly scheduled meetings with the CITY and other municipal owners to ensure construction feasibility. ETM proposes to prepare a preliminary cost estimate for each route option and present to client for feedback and review. The product of this task is to have a determination of the preferred alternative route to be used for the future survey, geotechnical analysis and construction plan preparation. **Note:** ETM will attempt to avoid railroad crossings, however if unavoidable, ETM can prepare a proposal for design and permitting a railroad crossing. ETM will evaluate right-of-way availability; however, additional easements may be required and are not included in this scope.

Lump Sum Fee.....\$60,200.00

3. PROJECT MANAGEMENT AND COORDINATION

ETM proposes to coordinate with the client, city, client's other consultants and other project stakeholders throughout the duration of the project. ETM also proposes to coordinate with the various utility providers for utility conflict resolution identified during the preliminary route analysis or construction plan preparation. Resolution of conflicts requiring redesign or relocation design beyond typical coordination shall be considered additional services.

Fee**HOURLY**

(Budget Estimate: \$20,000.00)

(Not-to-Exceed Without Owner's Authorization)

TASK SUMMARY

Part A – Preliminary Engineering/Route Analysis		Hourly Fee	Lump Sum Fee
1	Utility Modeling and Size Determination		\$15,980.00
2	Utility Route Study		\$60,200.00
3	Project Management and Coordination	\$20,000.00	
SUBTOTAL		\$20,000.00	\$76,180.00
TOTAL FEE SUMMARY			\$96,180.00

FUTURE PHASES ANTICIPATED PRICING (PROVIDED FOR REFERENCE)

Part B – Offsite Force Main Design		Estimate Fee
1	Construction Documents	\$250,000.00-\$285,000.00
2	City of Edgewater Permitting	\$15,200.00
3	FDOT Utility Permit	\$12,300.00
4	FDEP Wastewater Permit	\$4,500.00
Part C – Limited Construction Administration		
5	Bid Preparation/Review	
	A. Bid Document Preparation	\$12,500.00
	B. Bid Document Review and Support	\$6,500.00
6	Limited Construction Administration	\$40,000.00
Part D – Outside Consultants		
7	Ecological (BDA)	\$90,000.00
8	Geotechnical (PSI)	\$20,000.00
9	Topographic Survey	\$355,000.00-380,000.00
10	Subsurface Utility Exploration (SUE)	\$180,000.00-\$225,000.00

Note: These future phase costs are for planning purposes only and subject to change based upon the proposed route that is confirmed under this scope of work.

EXPENSES

Costs such as printing, delivery service, mileage, and travel shall be *invoiced* at direct costs plus 15%

ITEMS NOT INCLUDED

The exclusions below are listed primarily to define the scope of this project. Should any of these services be required, we will be pleased to provide you with a quotation to perform them.

- Surveying Services
- Boundary and topographic surveys
- Subsurface utility engineering (SUE)
- Geotechnical Services
- Building Permit Review Coordination
- CDD Engineering Report and Bond Issue Costs
- Construction Staking
- Construction Supervision
- Easement Staking
- Entitlement / Zoning Support
- Establishment of Benchmarks or Construction Control / Stakeout
- FEMA Floodplain Modeling Analysis or Letter of Map Revision
- Gopher Tortoise Permitting and Relocation
- Individual Lot Surveys
- Large Scale Site Redesigns
- Lift / Pump Station Design
- Mitigation Area Design
- Owner Requested Plan Revisions After Plan Approval
- Route changes post approval of the preliminary route
- Pump Station Design
- Phasing Plan
- Preparations of Offsite Easements
- Pump Station Modification Design
- Vertical Control for Construction
- Wetland Permitting

ENGLAND - THIMS & MILLER, INC.

HOURLY FEE SCHEDULE - 2026

CEO / Chairman / Founder	\$ 475.00 / Hr.
Executive Vice President	\$ 370.00 / Hr.
Principal - Vice President	\$ 305.00 / Hr.
Vice President	\$ 296.00 / Hr.
Senior Advisor	\$ 325.00 / Hr.
Senior Engineer / Senior Project Manager	\$ 255.00 / Hr.
Project Manager / Construction Project Manager	\$ 225.00 / Hr.
Director	\$ 210.00 / Hr.
Engineer	\$ 190.00 / Hr.
Assistant Project Manager	\$ 165.00 / Hr.
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CEI Senior Project Engineer	\$ 320.00 / Hr.
Senior Construction Representative	\$ 206.00 / Hr.
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CEI Inspector	\$ 140.00 / Hr.
Senior Landscape Architect	\$ 215.00 / Hr.
Landscape Architect	\$ 190.00 / Hr.
GIS Director	\$ 205.00 / Hr.
GIS Solutions / Engineer / Manager	\$ 185.00 / Hr.
GIS Analyst	\$ 155.00 / Hr.
GIS Consultant	\$ 165.00 / Hr.
GIS Specialist	\$ 150.00 / Hr.
Senior Engineering Designer	\$ 170.00 / Hr.
Senior Landscape Designer	\$ 170.00 / Hr.
Engineering / Landscape Designer	\$ 155.00 / Hr.
Engineering Intern	\$ 150.00 / Hr.
CADD / GIS Technician	\$ 145.00 / Hr.
Project Coordinator / CSS	\$ 120.00 / Hr.
Administrative Support	\$ 110.00 / Hr.

* ETM's standard hourly billing rates are reevaluated annually, prior to the beginning of the calendar year.

Revised December 27, 2024

**DEERING PARK
STEWARDSHIP DISTRICT**

6

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Deering Park Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2020-197, Laws of Florida, as amended; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Chapter 2020-197(6)(6)(e), Laws of Florida, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT:

SECTION 1. A Public Hearing will be held to adopt amended Rules of Procedure as follows:

DATE:	_____
TIME:	2:00 PM
LOCATION:	Storch Law Firm
	420 S. Nova Road
	Daytona Beach, Florida 32114

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12th day of May, 2026.

ATTEST:

DEERING PARK STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**DEERING PARK
STEWARDSHIP DISTRICT**

6A

**RULES OF PROCEDURE
DEERING PARK STEWARDSHIP DISTRICT
RULE NO. _____**

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

- (1) The Deering Park Stewardship District (the “**District**”) was created pursuant to the provisions of Chapter 2020-197, Laws of Florida, 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 e-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: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida

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**”) elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Chapter 2020-197(5), Laws of Florida. 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 Chapter 2020-197(6)(2) and (3), Laws of Florida, 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 within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) 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 Chapter 112 of the Florida Statutes, and Chapter 2020-197, Laws of Florida, 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: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-197(5) and (6), Laws of Florida, §§ 112.3143, 286.012, Fla. Stat.

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

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

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

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

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

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

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

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

Specific Authority: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-197(5), Laws of Florida, §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (561) 571-0010. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

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

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

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

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

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Chapter 2020-197(6)(4), Laws of Florida. Once adopted in accord with Chapter 2020-197(6)(4), Laws of Florida, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-197(5) and (6), Laws of Florida, §§ 189.069(2)(a)16, 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),
 - (b) Florida Statutes; and
 - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (d) Support economical and efficient operations; and
 - (e) Ensure reliability of financial records and reports; and
 - (f) 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: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Chapter 2020-197(6)(6)(e), Laws of Florida, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 2020-197, Laws of Florida. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.

- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.

- (4) 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 (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
 - (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
- (a) Technical Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of correction (“**Notice of Correction**”) if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
 - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.
 - (b) Substantive Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests

of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

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

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

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

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

(9) Petitions to Initiate Rulemaking.

- (a) 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. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

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

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

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

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

(10) Public Hearing.

(a) 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 of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

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

scheduled public hearing. The Notice of Public Hearing shall include the following information:

- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

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

- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
 - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
- (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) 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 within the county or counties in which the District is located.

- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
 - (b) Any material incorporated by reference in the rule;
 - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
 - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
 - (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
 - (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.
- (14) Petitions to Challenge Rules.
- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District’s authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation

of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

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

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

(16) Review of Adopted Rules.

- (a) By January 1, 2026, District staff shall prepare a report that summarizes the District's existing rules anticipated to be reviewed during the current fiscal year, if any, and the recommended action on each rule (the "**Existing Rule Review Report**"). The Existing Rule Review Report shall be presented to the District's Board at a noticed Board meeting as soon as practicable after preparation by District staff. District staff shall continue to annually prepare an updated Existing Rule Review Report by January 1 of each year until all District rules have been reviewed. The District is not bound to review its existing rules in accordance with the schedule set forth in an Existing Rule Review Report, but is required to complete the review of at least twenty (20%) percent of its existing rules per year until all existing rules have been reviewed in accordance with this Section. In any event, all existing rules of the District shall be reviewed by July 1, 2030.
- (b) Any new rule adopted after July 1, 2025, must be reviewed in the fifth year following adoption. Such review must be completed before the day that marks the sixth year since the adoption of the rule.
- (c) In conducting its rule review process, the District shall determine whether each rule:
 - (i) Is a valid exercise of delegated legislative authority;
 - (ii) Has current statutory authority;
 - (iii) Reiterates or paraphrases statutory material;
 - (iv) Is in proper form;

- (v) Is consistent with expressed legislative intent pertaining to the specific provisions of law which the rule implements;
 - (vi) Requires a technical or substantive update to reflect current use; and
 - (vii) Requires updated references to statutory citations and incorporated materials.
- (d) By April 1 of each year in which a rule review is being undertaken, the District shall adopt a resolution evidencing the completion of rule review and authorizing one of the following actions relative to its rule review (the “**Rule Review Resolution**”):
- (i) If the District determines that no change is necessary, the District Rule Review Resolution shall include the following information:
 - 1. A copy of the reviewed rule;
 - 2. A written statement of its intended action; and
 - 3. Its assessment of factors specified in Section 16(c) of this Rule.
 - (ii) If the District determines that one or more technical changes are necessary, the District Rule Review Resolution shall include the following information:
 - 1. A copy of the reviewed rule and the recommended technical change or changes coded by underlining new text and striking through deleted text;
 - 2. A written statement of its intended action;
 - 3. Its assessment of the factors specified in Section 16(c) of this Rule; and
 - 4. The facts and circumstances justifying the technical change or changes to the reviewed rule.
 - (iii) If the District determines that the rule requires a substantive change, the District shall promptly initiate rulemaking in accordance with this Rule to make all changes, including any technical changes, and the District Rule Review Resolution shall include the following information:

1. A copy of the reviewed rule;
 2. The recommended change or changes coded by underlining new text and striking through deleted text;
 3. A written statement of its intended action; and
 4. Its assessment of factors specified in Section 16(c) of this Rule.
- (iv) If the District determines that the rule should be repealed, the District shall promptly initiate the repeal the rule in accordance with this Rule, and the District Rule Review Resolution shall include the following information:
1. A written statement of its intended action; and
 2. Its assessment of factors specified in subsection 16(c) of this Rule.
- (e) The rule review is completed upon the District’s adoption of the Rule Review Resolution and, if there is a substantive change or repeal of a rule approved the Board, the timely commencement of the rulemaking or rule repeal process set forth in this Rule. Promptly after completion of the rule review, the District shall publish a notice of the completed rule review (“**Notice of Completed Rule Review**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Completed Rule Review shall identify the action taken by the District with respect to the reviewed rule.

- (17) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: Ch. 2020-197(6)(6)(e); (6)(6)(q) and (6)(20), Laws of Florida

Law Implemented: Ch. 2020-197(6)(6)(e) and (6)(20), Laws of Florida, §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with 2020-197(6)(19)(a) through (c), Laws of Florida, and Sections 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.

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

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

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s 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: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-197(6)(19), Laws of Florida, §§ 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

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

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

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

(4) Competitive Selection.

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

(5) Competitive Negotiation.

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

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

Specific Authority: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-197(6)(6)(c); (6)(19), Laws of Florida, §§ 119.0701, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 189 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) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) 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 within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(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.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida
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 county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. 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: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida
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 county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) 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 e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

(2) 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: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-197(6)(19), Laws of Florida, §§ 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 2020-197, Laws of Florida, 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 within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, 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 e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

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

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

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

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

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

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

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

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-197(6)(19), Laws of FL, §§ 119.0701, 189.053, 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 within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

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

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

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

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

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

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

Specific Authority: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-197(6)(19), Laws of Florida, §§ 119.0701, 189.053, 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 shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida
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 or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

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

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

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

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

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

Specific Authority: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-197(6)(19), Laws of Florida, §§ 189.053, 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 county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of

the Florida Statutes, if the vendor is a corporation; and

- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

Specific Authority: Ch. 2020-197(6)(6)(e), (6)(6)(q), and (6)(19), Laws of Florida
Law Implemented: Ch. 2020-197(6)(19), Laws of Florida, §§ 119.0701, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Chapter 2020-197(6)(19)(c), Laws of Florida, 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: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-197(6)(6)(c) and (6)(19), Laws of Florida, § 119.0701, Fla. Stat.

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

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

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

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

- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

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

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

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

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

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

Specific Authority: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2020-197(6)(19), Laws of Florida, § 120.69(2)(a), Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-197(6)(6)(e); (6)(6)(q), Laws of Florida

**DEERING PARK
STEWARDSHIP DISTRICT**

8

Grant / Program	Grant Source	Date Submitted	Date Awarded	Targeted Completion Date	Status	Covered in DE Report?	Funding Source (prior to bond(s) being issued)	Amount Requested	Amount Awarded	Project/Program Estimated Cost	Spent to Date	Submitted for Reimbursement	Reimbursed to Date	Project Description	Notes	COMMENTS	
I-95 Interchange/SR 442 Expansion and Resilience Project																	
I-95 Interchange / SR 442 - Stormwater Improvements	FL Dept of Commerce Job Growth Grant Fund	4/9/2025			Awaiting Award		Deering Park 1, LLC (JV w. Kolter and Swallowtail LLC)	\$3,580,816		\$3,670,000	\$0			Improving drainage underneath interchange to mitigate major storm flooding		\$1,373,250.85 spent-to-date on developer, non grant related costs. The cost difference because between "Estimated Cost" and "Amount Requested" is due to a more recent cost estimate.	
I-95 Interchange / SR 442 - Stormwater Improvements	FL Legislative Appropriations	11/19/2025			Awaiting Award		Deering Park 1, LLC (JV w. Kolter and Swallowtail LLC)	\$2,360,000		\$3,670,000.00	\$0					\$1.32 million has been committed by the developer for matching funds.	
I-95 Interchange/ SR 442 - Road Widening of SR-442 Underpass	FL Legislative Appropriations	2/14/2025	7/1/2025	Awaiting grant agreement	Approved		Deering Park 1, LLC (JV w. Kolter and Swallowtail LLC)	\$1,400,000	\$1,400,000	\$3,630,000	\$0			Expand SR 442 from 2 to 4 lanes under I-95.		\$2,000,812 spent-to-date Preliminary design/engineering / 30% design, design of interchange modification report. Developer has committed to matching funds for \$2.2 million	
I-95 Interchange/ SR 442 - Future Diverging Diamond Interchange (DDI) Construction	TBD	TBD			TBD at a later date		TBD	TBD		~\$26,000,000	\$0			Future expansion of the interchange to accommodate the DDI design			
Wetland Park Projects																	
Edgewater Wetland Park Project	FDEP Indian River Lagoon Water Quality Improvement Grant Program	9/5/2023	12/15/2023	4/30/2027	Awarded	Yes	Swallowtail, LLC	\$7,143,500	\$7,143,500	\$7,143,500	\$965,712.86	\$965,712.86	\$963,180.36	Divert treated effluent from City of Edgewater's WWTF from the Mosquito Lagoon	Phillips & Jordan is General Contractor		
Deering Park North Trail																	
Deering Park Trail North Phase 1 Construction	FDOT-SUNTRAIL	12/20/2023			Awaiting Award			\$5,227,177		\$5,227,177	\$0						
Deering Park Trail North Phase 2 & 3 Design	FDOT-SUNTRAIL	12/20/2023	1/13/2025	5/1/2026	Awarded	Yes	Swallowtail, LLC	\$1,014,352	\$1,014,352	\$1,014,352	\$301,749.31	\$301,749.31	\$301,749.31				
Deering Park Trail North Phase 2 & 3 Construction	TBD	TBD			TBD at a later date	TBD	TBD	TBD		Unclear	\$0						
Misc. Projects																	
Turnbull Hammock Nutrient Reduction Project	FDEP Indian River Lagoon Water Quality Improvement Grant Program	7/31/2024	3/26/2025	12/31/2028	Awarded	TBD	Swallowtail, LLC	\$1,520,000	\$1,520,000	\$1,520,000	\$0					Retroactively submit reimbursement payments from July 1, 2024.	
TOTALS:								\$22,245,844	\$11,077,852								

Date Updated by CDC: 4/23/2026
 AWARDED
 AWAITING AWARD
 FUTURE GRANT

Grant / Program	Grant Source	Date Submitted	Date Awarded	Targeted Completion Date	Status	Covered in DE Report?	Funding Source (prior to bond(s) being issued)	Amount Requested	Amount Awarded	Project/Program Estimated Cost	Spent to Date	Submitted for Reimbursement	Reimbursed to Date	Project Description	Notes
I-95 Interchange/SR 442 Expansion (a)	FL Legislative Appropriations	11/6/2023			Denied*	Yes	Deering Park 1, LLC (JV w. Kolter and Swallowtail LLC)	\$15,000,000		\$30,000,000					*Grant denied, will be submitting for new grant see next item
Wetland Park Capacity Expansion Project (Reuse Tank and Booster Pump)	FDEP Indian River Lagoon Water Quality Improvement Grant	7/22/2022			Denied	TBD	TBD	\$9,700,000		\$9,700,000					
TOTALS:								\$15,000,000	\$0						

Date Updated by CDC: 4/23/2026
DENIED

Detail Per Grant

Edgewater Wetland Park Project											
Vendor Name	Invoice Number	Invoice Date	Invoice Amount	Approved Payment Request Date	Requested Amount	State Payment Amount	Date Payment Received	Date on Check	Payment Number	Budget Category	
ETM	214174	6/3/2024	\$ 23,520.00	11/15/2024 - Request 1	\$ 23,520.00	\$ 23,520.00	11/25/2024	11/15/2024	376114	Bidding and Contractor Selection	
ETM	213171	4/5/2024	\$ 778.75	11/19/2024 - Request 2	\$ 778.75					Bidding and Contractor Selection	
ETM	213688	5/6/2024	\$ 2,805.75		\$ 2,805.75					Bidding and Contractor Selection	
ETM	2144839	7/9/2024	\$ 11,041.50		\$ 11,041.50					Bidding and Contractor Selection	
ETM	215223	8/5/2024	\$ 6,630.00		\$ 6,630.00					Bidding and Contractor Selection	
					\$ 21,256.00		12/19/2024	12/10/2024	439283		
ETM	216807	11/4/2024	\$ 4,090.00	1/28/2025 - Request 3	\$ 4,090.00	\$ 4,090.00	2/25/2025	2/18/2025	620560	Bidding and Contractor Selection	
Phillips & Jordan	4024026-1	2/28/2025	\$ 103,400.00	4/29/2025- Request 4	\$ 103,400.00					Contractual Services	
Phillips & Jordan	4024026-2	3/21/2025	\$ 98,700.00		\$ 98,700.00					Contractual Services	
					\$ 202,100.00		5/13/2025	5/2/2025	835911		
Phillips & Jordan	4024026-3	4/23/2025	\$ 51,700.00	6/26/2025 - Request 5	\$ 51,700.00					Contractual Services	
					\$ 51,700.00		7/17/2025	7/8/2025	5222		
ETM	217641	1/6/2025	\$ 290.00	8/22/2025 - Request 6	\$ 290.00					Contractual Services	
ETM	217261	12/2/2024	\$ 290.00		\$ 290.00					Contractual Services	
ETM	219196	4/8/2025	\$ 2,549.00		\$ 2,549.00					Contractual Services	
ETM	219660	5/6/2025	\$ 305.00		\$ 305.00					Contractual Services	
Phillips & Jordan	4024026-4	5/22/2025	\$ 130,000.00		\$ 130,000.00					Contractual Services	
					\$ 133,434.00		9/3/2025	8/27/2025	149642		
ETM	221066	8/27/2025	\$ 1,919.36	10/30/2025 - Request 7	\$ 1,919.36					Contractual Services	
Phillips & Jordan	2024-001-5	7/1/2025	\$ 72,450.00		\$ 72,450.00					Contractual Services	
Phillips & Jordan	2024-001-6	8/27/2025	\$ 47,000.00		\$ 47,000.00					Contractual Services	
					\$ 121,369.36		11/12/2025	11/4/2025	334904		
ETM	221460	8/29/2025	\$ 4,228.50	12/18/2025 - Request 8	\$ 4,228.50					Contractual Services	
Phillips & Jordan	4024026-7	8/20/2025	\$ 154,000.00		\$ 154,000.00					Contractual Services	
Phillips & Jordan	4024026-8	9/26/2025	\$ 53,500.00		\$ 53,500.00					Contractual Services	
					\$ 211,728.50		1/5/2025	12/23/2025	470751		
Phillips & Jordan	4024026-9	10/23/2025	\$ 187,250.00	3/4/3026 - Request 9	\$ 187,250.00					Contractual Services	
ETM	222784	11/3/2025	\$ 5,512.50		\$ 5,512.50					Contractual Services	
ETM	223199	12/1/2025	\$ 1,220.00		\$ 1,220.00					Contractual Services	
					\$ 193,982.50		3/16/2026	3/9/2026	651896		
ETM	223946	1/13/2026	\$ 1,390.00	4/16/2026 - Request 10	\$ 1,390.00					Contractual Services	
ETM	224387	2/9/2026	\$ 1,142.50		\$ 1,142.50					Contractual Services	
TOTAL			\$ 965,712.86		\$ 965,712.86	\$ 963,180.36					

I-95 Interchange/ SR 442 - Road Widening of SR-442 Underpass

Deering Park Trail North Phase 2 & 3 Design											
ETM	220794	7/8/2025	\$ 10,652.74	9/19/2025 - Request 1	\$ 10,652.74	\$ 10,652.74	10/20/2025	10/10/2025	286193	Professional Services	
ETM	221220	8/29/2025	\$ 55,815.90	10/29/2025 - Request 2	\$ 55,815.90	\$ 55,815.90	11/18/2025	11/7/2025	348354	Professional Services	
ETM	221544	8/29/2025	\$ 37,901.56	2/17/2026 - Request 3	\$ 37,901.56	\$ 37,901.56	3/9/2026	2/26/2026	625868	Preliminary Engineering	
ETM	222353	10/7/2025	\$ 19,472.01	2/17/2026 - Request 4	\$ 19,472.01					Preliminary Engineering	
ETM	222850	11/3/2026	\$ 35,723.63	2/17/2026 - Request 5	\$ 35,723.63					Preliminary Engineering	
ETM	223490	12/3/2026	\$ 38,493.90	2/17/2026 - Request 6	\$ 38,493.90					Preliminary Engineering	
					\$ 93,689.54		3/9/2026	3/2/2026	631944		
ETM	224052	1/14/2026	\$ 103,689.57	3/12/2026- Request 7	\$ 103,689.57					Preliminary Engineering	
					\$ 103,689.57		3/23/2026	3/17/2026	689265		
TOTAL			\$ 301,749.31		\$ 301,749.31	\$ 301,749.31					

Turnbull Hammock Nutrient Reduction Project

TOTAL

*PROJECTIONS SUBJECT TO CHANGE PERIODICALLY

PROJECTIONS - WETLAND PARK

Projections by Quarter	Preconstruction Activities	Bidding and Contractor Selection	Construction	Project Management	Total:
Q4 2024	\$ -	\$44,776.00	\$ -	\$ -	\$44,776.00
Q1 2025	\$203,314.00	\$4,090.00	\$ -	\$ -	\$207,404.00
Q2 2025	\$220,000.00	\$ -	\$ -	\$ -	\$220,000.00
Q3 2025	\$220,000.00	\$ -	\$ -	\$ -	\$220,000.00
Q4 2025	\$100,000.00	\$ -	\$ -	\$ -	\$100,000.00
Q1 2026	\$ -	\$ -	\$610,000.00	\$ -	\$610,000.00
Q2 2026	\$ -	\$ -	\$2,135,000.00	\$ -	\$2,135,000.00
Q3 2026	\$ -	\$ -	\$2,440,000.00	\$ -	\$2,440,000.00
Q4 2026	\$ -	\$ -	\$915,000.00	\$ -	\$915,000.00
Q1 2027	\$ -	\$ -	-	\$ -	\$ -
Q2 2027	\$ -	\$ -	-	\$ -	\$ -
Q3 2027	\$ -	\$ -	-	\$ -	\$ -
Total:	\$743,314.00	\$48,866.00	\$6,100,000.00	\$ -	\$6,892,180.00
Grant Funds Reserved:	\$1,011,134.00	\$48,866.00	\$5,983,500.00	\$100,000.00	\$7,143,500.00
Net Balance:	\$6,686.00	\$1,134.00	\$143,500.00	\$100,000.00	\$251,320.00

Date Updated by PI:

2/26/2026

***PROJECTIONS SUBJECT TO CHANGE PERIODICALLY**

PROJECTIONS - DPN TRAIL NORTH PH 2 / 3

Projections by Quarter	Design	Total:	Projected Monthly Expenses per Quarter
Q3 2025	\$ 25,000.00	\$ 25,000.00	\$ 8,333.33
Q4 2025	\$ 160,643.86	\$ 160,643.86	\$ 53,547.95
Q1 2026	\$ 339,782.19	\$ 339,782.19	\$ 113,260.73
Q2 2026	\$ 290,814.83	\$ 290,814.83	\$ 96,938.28
Q3 2026	\$ 145,407.42	\$ 145,407.42	\$ 48,469.14
Q4 2026	\$ 52,703.71	\$ 52,703.71	\$ 17,567.90
Total: \$ 1,014,352.00			
Grant Funds Reserved: \$ 1,014,352.00			
Net Balance: \$ 0.00			

Date Updated by PI:

2/16/2026

**DEERING PARK
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**DEERING PARK
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2026**

**DEERING PARK
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2026**

	General Fund	Debt Service Fund	Capital Projects Fund	Capital Projects Fund I-95 Underpass	Capital Projects Fund Edgewater Wetland Park	Capital Projects Fund SUNTrail P2 & 3 Design	Capital Projects Fund Turnbull Hammock Project	Total Governmental Funds
ASSETS								
Cash	\$ 12,384	\$ -	\$ -	\$ 1,035	\$ 334,058	\$ 264,040	\$ 8,213	\$ 619,730
Investments								
Reserve	-	1,352,880	-	-	-	-	-	1,352,880
Capitalized interest	-	338	-	-	-	-	-	338
Construction	-	-	7,929,208	-	-	-	-	7,929,208
Cost of issuance	-	29,109	-	-	-	-	-	29,109
Undeposited funds	-	-	-	-	193,983	103,689	-	297,672
Due from Swallowtail	1,275	-	-	-	3,390	74,903	3,467	83,035
Due from Kolter	-	-	-	280,945	-	-	-	280,945
Due from Turnbull Hammock	250	-	-	-	-	-	-	250
Due from I-95 Underpass	75	-	-	-	-	-	-	75
Total assets	<u>\$ 13,984</u>	<u>\$ 1,382,327</u>	<u>\$ 7,929,208</u>	<u>\$ 281,980</u>	<u>\$ 531,431</u>	<u>\$ 442,632</u>	<u>\$ 11,680</u>	<u>\$ 10,593,242</u>
LIABILITIES AND FUND BALANCES								
Liabilities:								
Accounts payable	\$ 7,397	\$ -	\$ -	\$ 280,945	\$ 3,390	\$ 139,923	\$ 10,470	\$ 442,125
Contracts payable	-	-	32,770	-	-	-	-	32,770
Tax payable	122	-	-	-	-	-	-	122
Due to Swallowtail	3,911	-	-	-	586,503	441,672	10,470	1,042,556
Due to Kolter	-	-	-	2,208,597	-	-	-	2,208,597
Due to general fund	-	-	-	75	-	-	250	325
Landowner advance	6,000	-	-	-	-	-	-	6,000
Total liabilities	<u>17,430</u>	<u>-</u>	<u>32,770</u>	<u>2,489,617</u>	<u>589,893</u>	<u>581,595</u>	<u>21,190</u>	<u>3,732,495</u>
DEFERRED INFLOWS OF RESOURCES								
Deferred receipts	1,275	-	-	-	-	-	-	1,275
Total deferred inflows of resources	<u>1,275</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,275</u>
Fund balances:								
Restricted for:								
Debt service	-	1,382,327	-	-	-	-	-	1,382,327
Capital projects	-	-	7,896,438	(2,207,637)	(58,462)	(138,963)	(9,510)	5,481,866
Unassigned	(4,721)	-	-	-	-	-	-	(4,721)
Total fund balances	<u>(4,721)</u>	<u>1,382,327</u>	<u>7,896,438</u>	<u>(2,207,637)</u>	<u>(58,462)</u>	<u>(138,963)</u>	<u>(9,510)</u>	<u>6,859,472</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 13,984</u>	<u>\$ 1,382,327</u>	<u>\$ 7,929,208</u>	<u>\$ 281,980</u>	<u>\$ 531,431</u>	<u>\$ 442,632</u>	<u>\$ 11,680</u>	<u>\$ 10,593,242</u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2026**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution - Swallowtail, LLC	\$ 7,552	\$ 49,604	\$ 130,208	38%
Landowner contribution - Deering Park 1, LLC	-	-	216,300	0%
Total revenues	<u>7,552</u>	<u>49,604</u>	<u>346,508</u>	14%
EXPENDITURES				
Professional & administrative				
Supervisors	861	2,584	12,918	20%
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	1,224	6,427	30,000	21%
Engineering	1,372	4,457	3,500	127%
Audit	-	-	3,075	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	500	1,000	50%
Trustee	-	-	6,500	0%
EMMA software service	-	-	1,500	0%
Debt service fund accounting: master bonds	625	3,750	7,500	50%
Postage	-	10	500	2%
Printing and binding	42	250	500	50%
Legal advertising	85	4,091	6,500	63%
Annual district filing fee	-	175	175	100%
Insurance - GL, POL	-	6,163	6,200	99%
Miscellaneous- bank charges	119	1,674	675	248%
Website:				
Hosting & updates	-	-	705	0%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>8,411</u>	<u>54,081</u>	<u>130,208</u>	42%

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2026**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations				
Field operations management	-	-	25,000	0%
Stormwater management				
Conservation area maintenance	-	-	10,000	0%
Wetland monitoring and reporting	-	-	10,000	0%
Pond maintenance	-	-	12,000	0%
Pond erosion repairs	-	-	2,500	0%
Fountain maintenance	-	-	800	0%
Landscape maintenance				
Landscape & irrigation maintenance	-	-	60,000	0%
Nuisance and exotic control	-	-	10,000	0%
Plant replacement	-	-	5,000	0%
Irrigation repairs	-	-	3,000	0%
Irrigation water	-	-	5,000	0%
Unimproved area mowing	-	-	10,000	0%
Arbor care	-	-	5,000	0%
Entry monuments and features				
Monument electricity	-	-	2,000	0%
Pressure washing/maintenance	-	-	1,000	0%
Parks and trails				
Parks and trails services	-	-	5,000	0%
Utilities	-	-	7,000	0%
Insurance	-	-	25,000	0%
Repairs and maintenance	-	-	3,000	0%
Miscellaneous				
Streetlighting	-	-	6,000	0%
Electricity	-	-	4,000	0%
Contingency	-	-	5,000	0%
Total field operations	-	-	<u>216,300</u>	0%
Total expenditures	<u>8,411</u>	<u>54,081</u>	<u>346,508</u>	16%
Excess/(deficiency) of revenues over/(under) expenditures	(859)	(4,477)	-	
Fund balances - beginning	<u>(3,862)</u>	<u>(244)</u>	-	
Fund balances - ending	<u>\$ (4,721)</u>	<u>\$ (4,721)</u>	<u>\$ -</u>	

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2025
FOR THE PERIOD ENDED MARCH 31, 2026**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 3,809	\$ 21,804
Total revenues	<u>3,809</u>	<u>21,804</u>
EXPENDITURES		
Debt service		
Interest	-	91,282
Cost of issuance	-	274,272
Total debt service	<u>-</u>	<u>365,554</u>
Other fees & charges		
Underwriter's discount	-	364,500
Total other fees and charges	<u>-</u>	<u>364,500</u>
Total expenditures	<u>-</u>	<u>730,054</u>
Excess/(deficiency) of revenues over/(under) expenditures	3,809	(708,250)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	2,147,309
Transfer in	32,770	32,770
Total other financing sources	<u>32,770</u>	<u>2,180,079</u>
Net change in fund balances	36,579	1,471,829
Fund balances - beginning	1,345,748	(89,502)
Fund balances - ending	<u>\$ 1,382,327</u>	<u>\$ 1,382,327</u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2025
FOR THE PERIOD ENDED MARCH 31, 2026**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 30,584	\$ 238,537
Total revenues	<u>30,584</u>	<u>238,537</u>
EXPENDITURES		
Capital outlay	-	8,386,564
Total expenditures	<u>-</u>	<u>8,386,564</u>
Excess/(deficiency) of revenues over/(under) expenditures	30,584	(8,148,027)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	16,077,691
Transfer out	(32,770)	(32,770)
Total other financing sources/(uses)	<u>(32,770)</u>	<u>16,044,921</u>
Net change in fund balances	(2,186)	7,896,894
Fund balances - beginning	7,898,624	(456)
Fund balances - ending	<u>\$ 7,896,438</u>	<u>\$ 7,896,438</u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND I-95 UNDERPASS
FOR THE PERIOD ENDED MARCH 31, 2026**

	<u>Current Month</u>	<u>Year to Date</u>
REVENUES		
Developer contribution	\$ -	\$ 1,000
Total revenues	<u>-</u>	<u>1,000</u>
EXPENDITURES		
Capital outlay - I-95 Interchange	140,919	622,911
Contingencies	10	40
Total expenditures	<u>140,929</u>	<u>622,951</u>
Excess/(deficiency) of revenues over/(under) expenditures	(140,929)	(621,951)
Fund balance - beginning	<u>(2,066,708)</u>	<u>(1,585,686)</u>
Fund balance - ending	<u><u>\$ (2,207,637)</u></u>	<u><u>\$ (2,207,637)</u></u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND EDGEWATER WETLAND PARK
FOR THE PERIOD ENDED MARCH 31, 2026**

	<u>Current Month</u>	<u>Year to Date</u>
REVENUES		
Wetland Park grant	\$ 193,983	\$ 405,711
Total revenues	<u>193,983</u>	<u>405,711</u>
EXPENDITURES		
Capital outlay - Wetland Park	3,390	253,405
Contingencies	10	40
Total expenditures	<u>3,400</u>	<u>253,445</u>
Excess/(deficiency) of revenues over/(under) expenditures	190,583	152,266
Fund balance - beginning	<u>(249,045)</u>	<u>(210,728)</u>
Fund balance - ending	<u>\$ (58,462)</u>	<u>\$ (58,462)</u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND - SUNTRAIL P 2 & 3 DESIGN
FOR THE PERIOD ENDED MARCH 31, 2026**

	<u>Current Month</u>	<u>Year to Date</u>
REVENUES		
SUNTrail Design Grant	\$ 235,281	\$ 235,281
Total revenues	<u>235,281</u>	<u>235,281</u>
EXPENDITURES		
Capital outlay - SUNTrail Design	74,903	317,830
Contingencies	10	40
Total expenditures	<u>74,913</u>	<u>317,870</u>
Excess/(deficiency) of revenues over/(under) expenditures	160,368	(82,589)
Fund balance - beginning	<u>(299,331)</u>	<u>(56,374)</u>
Fund balance - ending	<u>\$ (138,963)</u>	<u>\$ (138,963)</u>

**DEERING PARK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND - TURNBULL HAMMOCK PROJECT
FOR THE PERIOD ENDED MARCH 31, 2026**

	Current Month	Year to Date
REVENUES		
Developer contribution	\$ -	\$ 1,000
Total revenues	-	1,000
EXPENDITURES		
Capital outlay - Turnbull	3,467	10,470
Contingencies	10	40
Total expenditures	3,477	10,510
Excess/(deficiency) of revenues over/(under) expenditures	(3,477)	(9,510)
Fund balance - beginning	(6,033)	-
Fund balance - ending	\$ (9,510)	\$ (9,510)

**DEERING PARK
STEWARDSHIP DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
DEERING PARK STEWARDSHIP DISTRICT**

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The Board of Supervisors of the Deering Park Stewardship District held a Regular Meeting on March 10, 2026 at 2:00 p.m., in-person at Storch Law Firm, located at 420 S. Nova Road, Daytona Beach, Florida 32114 and via Teams Meeting ID: 295 812 663 928 7, Passcode: 8GG3RT2x.

Present:

- | | |
|--------------|---------------------|
| Glenn Storch | Chair |
| Robbie Lee | Vice Chair |
| Joey Posey | Assistant Secretary |
| James Boyd | Assistant Secretary |
| William Fife | Assistant Secretary |

Also present:

- | | |
|------------------------------|---|
| Cindy Cerbone | District Manager |
| Chris Conti | Wrathell, Hunt and Associates LLC (WHA) |
| Andrew Kantarzhi | Wrathell, Hunt and Associates LLC (WHA) |
| Jonathan Johnson (via Teams) | District Counsel |
| Drew Vagnini (via Teams) | District Engineer |
| David Feuthman (via Teams) | Miami Corporation Management, LLC. |
| Helen Hutchens (via Teams) | Miami Corporation Management, LLC. |
| Gabi Cox (via Teams) | Family Lands Remembered (FLR) |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 2:03 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Discussion: Agenda Process and Execution
of District Related Items Between
Meetings**

39 Ms. Cerbone reviewed the email outlining the processes for placing items on the agenda
40 and providing everyone a complete agenda with supporting documents to review and ask
41 questions before the meetings. She discussed the District Manager’s emergency spending
42 threshold for handling life, health and safety matters outside of a meeting; allowing flexibility to
43 add an item to the agenda during the meeting; and the document approved during the
44 Organizational Meeting that allows the Chair or Vice Chair, along with District Staff and
45 applicable Developer Representative input, to execute certain construction related documents
46 outside of a meeting, to avoid construction delays.

47 Mr. Storch referenced executing several construction related documents and
48 requisitions to release funds outside of a meeting and asked that future Requisitions reference
49 the contract and date that the Board authorized the Chair or Vice Chair to sign construction
50 related documents and requisitions to release funds outside of a meeting, to prevent
51 construction delays.

52 Mr. Johnson stated he will revise the Requisition document to reference the Acquisition
53 Agreement the Board approved at the Organizational meeting, which outlines the Board
54 approving the contract; the process and the scope that authorizes the Chair or Vice Chair to
55 sign construction related documents and requisitions to release funds outside of a meeting, to
56 prevent construction delays; and the adopted Resolution that allows signing certain
57 construction related items outside a meeting, such as plats, permit applications, real estate
58 conveyances, and anything pursuant to approved contracts that are consistent with the plan of
59 improvement that the Board adopted.

60 Ms. Cerbone stated items executed outside of a meeting will be presented for
61 ratification at the next meeting.

62

63 **FOURTH ORDER OF BUSINESS**

Ratification Items

64

- 65 **A. State of Florida Department of Transportation State-Funded Grant Agreement for the**
66 **Interstate 95 (I-95) Interchange/State Road 442 (SR-442) Expansion and Resilience**
67 **Project**

68 Ms. Cerbone stated this Agreement was approved in form at the December 2025
69 meeting, without the backup, and subject to certain parties working with the Grantor to finalize
70 the Agreement. The Chair or Vice Chair were authorized to execute it outside of a meeting.

71 Mr. Boyd asked if the Project Schedule list in Exhibit A is feasible and why permitting
72 activities was excluded from the agenda. Ms. Hutchens voiced her belief that the schedule is
73 feasible, but she would advise after conferring with Mr. Cox and Mr. Iler. A revised schedule will
74 need to be submitted to the Florida Department of Transportation (FDOT), as a stormwater
75 permit will be required, but not a wetland impact permit, since the project is occurring in an
76 existing right-of-way (ROW).

77 Mr. Boyd referred to the language in Section 7.0 of the Grant Agreement and asked if
78 the \$2 million in incurred costs is reimbursable. Ms. Hutchens stated local contributions toward
79 this Grant are required. As such, she asked Ms. Cox to confirm if costs can be reimbursed if
80 incurred by the District before the Agreement was executed on February 17, 2026.

81 Mr. Boyd asked if the Fiscal Year date in Exhibit B for this expenditure should be
82 changed from 2025/2026 to 2026/2027, since the schedule extends into Fiscal Year 2027. Ms.
83 Hutchens confirmed with Mr. Cox that the Fiscal Year 2025/2026 date is correct, as it is the
84 FDOT's Fiscal Year budget, which differs with the District's fiscal budget year. Ms. Cerbone
85 stated that the FDOT Funds Approval indicating January 31, 2028 as the ending date of the
86 Agreement leads her to believe that there will be additional periods in which the grant funds
87 will be available until then.

88 Mr. Boyd asked who will provide Construction Engineering Inspection (CEI) services, as
89 the language in Section 10d of Exhibit A does not allow the same entity to perform both design
90 and CEI services. Ms. Hutchens stated the District will go out to bid once the District Engineer
91 submits the designs.

92 **B. Department of Environmental Protection Change Order #2 - DEP Agreement No.**
93 **LG009 [Edgewater Wetland Park Project]**

94 Ms. Cox stated Change Order #2 deals mostly with reallocating funds from the
95 construction budget to the pre-construction budget to complete the designs and permit and

96 the adjusted timeline, based on the Florida Department of Environmental Protection (FDEP)
97 recommendation.

98 **On MOTION by Mr. Storch and seconded by Mr. Fife, with all in favor, the State**
99 **of Florida Department of Transportation State-Funded Grant Agreement for**
100 **the Interstate 95 (I-95) Interchange/State Road 442 (SR-442) Expansion and**
101 **Resilience Project and Department of Environmental Protection Change Order**
102 **#2 - DEP Agreement No. LG009 for the Edgewater Wetland Park Project, were**
103 **ratified.**

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106 **FIFTH ORDER OF BUSINESS**

Consideration of England-Thims & Miller,
Inc. Work Authorization #1 - Amendment 2
[I-95 at SR 442 Interchange Modification
Project]

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111 Ms. Cerbone presented England-Thims & Miller, Inc. Work Authorization #1 -
112 Amendment 2 for the I-95 at SR 442 Interchange Modification Project. This is a \$5,800 increase
113 to LTG Inc.'s original \$16,000 fee to perform the Interchange Operational Analysis Report
114 (IOAR). Mr. Boyd asked if the increase is for additional services and not just an increase in price.
115 Ms. Hutchens replied affirmatively.

116 **On MOTION by Mr. Lee and seconded by Mr. Fife, with all in favor, England-**
117 **Thims & Miller, Inc. Work Authorization #1 - Amendment 2 regarding the I-95**
118 **at SR 442 Interchange Modification Project, was approved.**

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121 **SIXTH ORDER OF BUSINESS**

Consideration of Berger, Toombs, Elam,
Gaines & Frank Engagement Letter for
State Single Audit Fee Related to
Edgewater Wetland Park Project

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126 Ms. Cerbone presented the Berger, Toombs, Elam, Gaines & Frank Engagement Letter
127 for the State Single Audit Fee Related to the Edgewater Wetland Park Project. The Single Audit
128 is required if the Grant reaches the \$700,000 threshold of reimbursements during a period
129 and/or expenditures related to the Grant. The District's existing audit firm will conduct the
130 State single audit and incorporate it in the District's annual audit.

131 Mr. Boyd asked Ms. Hutchens if this is typical. Ms. Hutchens replied affirmatively. The
132 single audit is a compliance audit and is separate from the District's Annual Financial Statement

133 audit; both are required in relation to the grant. Ms. Cerbone, Ms. Hutchens and Mr. Johnson
134 responded to questions regarding the District Management’s Accounting Staff being designated
135 to work with the audit firm and the language in the indemnification clause, which is typical.

136 **On MOTION by Mr. Storch and seconded by Mr. Fife, with all in favor, the**
137 **Berger, Toombs, Elam, Gaines & Frank Engagement Letter for State Single Audit**
138 **Fee Related to Edgewater Wetland Park Project, in a not-to-exceed amount of**
139 **\$7,850, which includes the cost of the District’s annual audit, was approved.**

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SEVENTH ORDER OF BUSINESS

Discussion: Stormwater Pond Maintenance Agreement

Ms. Cerbone stated Mr. Cox and Shawn are meeting on site with a local firm regarding providing stormwater maintenance services to the District. If successful, this will be on the next agenda for discussion, along with a proposed Agreement. The contract amount is below the threshold that would require going out to bid.

Discussion ensued regarding Staff’s familiarity with the firm, obtaining other proposals to compare costs and the Planned Unit Development (PUD) provision requiring the District to try to engage local firms.

EIGHTH ORDER OF BUSINESS

Review: Grant Tracker

Mr. Conti presented the Grant Tracker. The Projections Page was updated to include Department of Environmental Protection Change Order #2 - DEP Agreement No. LG009 for the Edgewater Wetland Park Project. Payment Request #9 for the Edgewater Wetland Park Project Deering Park Trail North Phases 2 & 3 Design Project for \$193,982.50 was received after the agenda was finalized, which changes the total from \$769,198 to \$963,180.36.

Mr. Storch asked if there have been any issues with the process and working with the State. Ms. Cox replied no. They will be doing the next FDOT payment request for reimbursement within the next couple of days and one is expected for the Turtle Hammock project. Mr. Boyd asked if the \$2 million spent on the road widening interchange was all Engineering related. Ms. Hutchens replied affirmatively. It consists of simultaneous Engineering for the IMR and the IOAR and they are approaching 60% plans on a full interchange

166 modification for the road widening under the underpass. Mr. Kantarzhi noted he will follow up
167 with Mr. Warshaw to review this item and confirm that the funds expended on each of the
168 sections are correctly segregated.

169

170 **NINTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
171 **Statements as of January 31, 2026**

172

173 Ms. Cerbone presented the Unaudited Financial Statements as of January 31, 2026. The
174 fee for Miscellaneous bank charges will be corrected from \$675 to \$1,750, based on
175 implementing the Positive Pay program.

176 **On MOTION by Mr. Fife and seconded by Mr. Lee, with all in favor, the**
177 **Unaudited Financial Statements as of January 31, 2026, were accepted.**

178

179

180 **TENTH ORDER OF BUSINESS** **Approval of December 9, 2025 Regular**
181 **Meeting Minutes**

182

183 **On MOTION by Mr. Storch and seconded by Mr. Fife, with all in favor, the**
184 **December 9, 2025 Regular Meeting Minutes, as presented, were approved.**

185

186

187 **ELEVENTH ORDER OF BUSINESS** **Staff Reports**

188

189 **A. District Counsel: Kutak Rock LLP**

190 Mr. Johnson stated a Legislative Summary will be sent at the end of the week outlining
191 legislation that might impact Special Districts.

192 **B. District Engineer: England-Thims & Miller, Inc.**

193 Ms. Cerbone asked if the Board wants Mr. Warshaw’s emailed request to amend ETM
194 Work Authorization #2 for General Engineering Services, which was approved at a prior
195 meeting, by \$10,000 thereby increasing the budget to \$20,000, to be on the next agenda. The
196 Board consensus was to include it on the next agenda.

197 **C. District Manager: Wrathell, Hunt and Associates, LLC**

- 198
 - **Property Insurance on Vertical Assets**

199 This item is included as a reminder to secure property insurance once District-owned
200 vertical assets, such as signage, walls, fences and entry monuments, are constructed.

201 Regarding concerns about processing electronic checks, Ms. Cerbone stated this is also
202 covered under the Positive Pay program. Ms. Hutchens asked Ms. Cerbone to confirm that locks
203 are in place to prevent unknown parties from removing funds from the ACH accounts.

204 • **Form 1 Submission and Ethics Training**

205 Form 1 must be filed electronically by July 1, 2026. Board Members should expect an
206 email related to this in May from the Commission on Ethics.

207 • **NEXT MEETING DATE: April 14, 2026 at 2:00 PM**

208 Discussion ensued regarding the status of stormwater and street lighting projects, along
209 with the Amendment to Work Authorization #2.

210 ○ **QUORUM CHECK**

211 The next meeting will be held on April 14, 2026, unless cancelled.

212 • **Performance Measures/Standards & Annual Reporting Form (for informational
213 purposes)**

214 **D. Field Operations: First Service Residential**

215 Ms. Cerbone stated Field Operations representatives will attend meetings once there
216 are improvements to maintain.

217

218 **TWELFTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

219

220 There were no Board Members' comments or requests.

221

222 **THIRTEENTH ORDER OF BUSINESS** **Public Comments**

223

224 No members of the public spoke.

225

226 **FOURTEENTH ORDER OF BUSINESS** **Adjournment**

227

228 **On MOTION by Mr. Fife and seconded by Mr. Lee, with all in favor, the meeting**
229 **adjourned at 3:10 p.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

**DEERING PARK
STEWARDSHIP DISTRICT**

**STAFF
REPORTS**

**DEERING PARK
STEWARDSHIP DISTRICT**

**STAFF
REPORTS
D**



May 5, 2026

Daphne Gillyard, Director of Admin. Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

RE: Deering Park Stewardship District

Dear Ms. Gillyard:

I am writing in response to your May 4, 2026, request for the number of registered voters within the afore-mentioned community.

Please be advised our records indicate there are **0** registered voters as of April 15, 2026.

If you need any additional information, or have any questions, please feel free to contact me at 321.290.8683.

Kind regards,

Tim Bobanic
Supervisor of Elections, Brevard County

TB/dy

Mailing Address

PO Box 410819
Melbourne, FL 32941-0819
Toll Free: (800) 579-4780

Supervisor of Elections - Titusville

400 South Street
Suite 1F
Titusville, FL 32780-7610
Telephone: (321) 264-6740
Fax: (321) 264-6741

Supervisor of Elections - Viera

2725 Judge Fran Jamieson Way
Building C, Suite 105
Viera, FL 32940-6605
Telephone: (321) 633-2124
Fax: (321) 633-2130

Supervisor of Elections - Melbourne

1515 Sarno Road
Building A
Melbourne, FL 32935-5293
Telephone: (321) 255-4455
Fax: (321) 255-4401

Supervisor of Elections – Palm Bay

450 Cogan Drive SE
Palm Bay, FL 32909-6869
Telephone: (321) 952-6328
Fax: (321) 952-6332

(321) 290-VOTE (8683)
VoteBrevard.gov



Lisa Lewis
Supervisor of Elections
Volusia County, Florida

April 15, 2026

Ms. Daphne Gillyard
Director of Administrative Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Ste 410W
Boca Raton, Florida 33431

Re: Deering Park Stewardship

Dear Ms. Gillyard:

Please accept this letter regarding the number of registered voters within the boundaries of Deering Park Stewardship District. There are **two** registered voters in this district as of April 15, 2026.

Please feel free to contact my office should you have questions.

Regards,

Lisa Lewis
Supervisor of Elections

1588 N Woodland Blvd., DeLand, FL 32720-7915
(386) 736-5930 • FAX (386) 822-5715

VolusiaElections.gov

Para información en español, llame al 386-736-5930.

*If your signature has changed, please update your signature by completing a new Florida voter registration application.
It is important to keep your signature updated, so that ballots and/or petition signatures can be counted.*

DEERING PARK STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

Storch Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2025 CANCELED	Regular Meeting	2:00 PM
November 11, 2025 CANCELED	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTgzMwVhNDItNthiNS00Y2UzLtk4NDUtn2E0MjVmYjYyNThm%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 289 427 464 007 1 Passcode: Er3ih2VR		
December 9, 2025	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTc0NWI3OTAtNGIxZC00ZGJlWEzY2ltZTNiMjk3ZjZiN2Y5%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 284 525 372 044 6 Passcode: iN9st9Rr		
January 13, 2026 CANCELED	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2FmZGM1NmUtZTBkNS00NGNiLWJiNDktNzYwN2FkYTJjNWU5%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 289 720 498 816 5 Passcode: w2Rd3qd3		
February 10, 2026 CANCELED	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTY2MzkwOWltMWY5ZS00Yzc5LWI3ZTAtZmQzOGVIYmFIYtc4%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 285 015 472 475 2 Passcode: Q5gV3TW3		
March 10, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmRiYjQ2MTgtMDkxMC00ZWU2LTk5ZTctMzkwMwQ0YjE1MDQ4%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 295 812 663 928 7 Passcode: 8GG3RT2x		

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
April 14, 2026 CANCELED	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmI0MTJINGUtYTg1Zi00ZDk1LWEyNzAtZDIwZmFiodQzMGRI%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 213 430 142 895 7 Passcode: MH9uR2qV		
May 12, 2026	Regular Meeting <i>Presentation of FY2027 Proposed Budget</i>	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDNIYWl3ODYtZWVknS00YjZkLWlyMDYtNGM0YjY3YTY3NDA3%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 288 593 777 667 6 Passcode: Bb7KT2zC		
June 9, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmFhOGE2MDYtMGJhOC00YWQ2LWl3ZWItMDdiOTJmMjI0NWx%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 216 303 467 291 2 Passcode: gv6af6zd		
July 14, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjBjYTAxODktNjBjMS00NzNlLWlxNzctMwY1ZDQ1Y2E5MzE3%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 284 206 846 027 4 Passcode: xx9Pp72i		
August 11, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTBhZjl5NzMtNDBkNC00MDNmLTk5OTctNzU1MWJkMmZjMzd%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 286 551 522 394 7 Passcode: S3aq9HQ9		
September 8, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWVkmZl5MWEtNzg3NS00Y2UzLWFhNWVtZDQyYzc1NDIzNDNj%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 246 746 406 101 7 Passcode: va9KL7qD		

DEERING PARK STEWARDSHIP DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct District related business and discuss community needs.

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

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

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

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

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

Achieved: Yes No

Goal 1.3 Access to Records Compliance

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

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

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

Achieved: Yes No

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

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

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

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

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

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

Achieved: Yes No

Goal 3.2 Financial Reports

Objective: Publish to the District website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the District's website.

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

Achieved: Yes No

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the District's website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the District's website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on District's website.

Achieved: Yes No