

VillaMar
Community Development District

Meeting Agenda

November 12, 2025

AGENDA

VillaMar

Community Development District

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

November 5, 2025

Board of Supervisors Meeting VillaMar Community Development District

Dear Board Members:

A Board of Supervisors Meeting of the **VillaMar Community Development District** will be held **Wednesday, November 12, 2025 at 11:00 AM** at the **Offices of PRIME Community Management, 375 Avenue A SE, Winter Haven, Florida 33880.**

Zoom Video Join Link: <https://us06web.zoom.us/j/88146441262>

Call-In Information: 1-646-876-9923

Meeting ID: 881 4644 1262

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (Public Comments are limited to three (3) minutes each)
3. Approval of Minutes of the September 24, 2025 Board of Supervisors Meeting
4. Public Hearing
 - A. Public Hearing on the Adoption of Amended and Restated Rules of Procedure for the District
 - i. Consideration of Resolution 2026-01 Adopting Amended and Restated Rules of Procedure for the District
5. Ratification of Assignment of Towing Services Agreement
6. Ratification of Agreement for Holiday Lighting Services
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Letter from Pool Maintenance Services Vendor Regarding Contract Increase
 - ii. Consideration of Proposal from Resort Pool Services for Hydro Lift at Pool
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Next Meeting is Scheduled for **Wednesday, December 10, 2025**
8. Other Business
9. Supervisors Requests and Audience Comments
10. Adjournment

MINUTES

**MINUTES OF MEETING
VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the VillaMar Community Development District was held on **Wednesday, September 24, 2025** at 11:00 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk
Brian Walsh *by Zoom*
Bobbie Shockley
Emily Hazelrig

Chairperson
Vice Chairman
Assistant Secretary
Assistant Secretary

Also, present were:

Jill Burns
Savannah Hancock
Marshall Tindall

District Manager, GMS
District Attorney, Kilinski Van Wyk
Field Manager, GMS

The following is a summary of the discussions and actions taken at the September 24, 2025, VillaMar Community Development District's Regular Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 11:22 a.m. Three Supervisors were present in person constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns stated there were no members of the public present in person and opened the public comment period on agenda items only to anyone on zoom. There being no comments, she moved to the next agenda item.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the August 27,
2025 Board of Supervisors Meeting**

Ms. Burns presented the meeting minutes from the August 27, 2025 Board of Supervisors meeting and asked for any corrections, comments, or questions. The Board had no changes to the minutes.

On MOTION by Ms. Shockley, seconded by Ms. Schwenk, with all in favor, the Minutes of the August 27, 2025 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

**Consideration of Proposal for Playground
and Dog Park Equipment from
ProPlaygrounds for Phase 7**

Ms. Burns presented the proposal for playground and dog park equipment from ProPlaygrounds for Phase 7 totaling \$98,274. She asked if there were any questions from the Board; there were none.

On MOTION by Ms. Schwenk, seconded by Ms. Shockley, with all in favor, the Proposal for Playground and Dog Park Equipment from ProPlaygrounds for Phase 7, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Equipment
Lease/Purchase Agreement for
Playground and Dog Park Equipment for
Phase 7**

Ms. Burns presented the consideration of Equipment Lease/Purchase Agreement for Playground and Dog Park Equipment for Phase 7. She stated similar to prior phases; the proposal allows the Board to finance the equipment over five years rather than pay the full cost upfront.

On MOTION by Ms. Shockley, seconded by Ms. Hazelrig, with all in favor, the Equipment Lease/Purchase Agreement for Playground and Dog Park Equipment for Phase 7, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2025-11
Directing Chairman and District Staff to
File a Petition Amending District
Boundaries (Phase 8 Contraction)**

Ms. Burns presented Resolution 2025-11. She stated that the developer had requested the removal of Phase 8 from the District, and this resolution would formally remove those lands from the CDD boundary and authorize staff to proceed with filing the petition.

On MOTION by Ms. Schwenk, seconded by Ms. Hazelrig, with all in favor, Resolution 2025-11, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Boundary Amendment
Funding Agreement (Phase 8
Contraction)**

Ms. Burns presented the consideration of Boundary Amendment Funding Agreement (Phase 8 Contraction). She stated that any costs associated with the boundary amendment would be billed directly to VMAR Dev and would not be incurred by the CDD.

On MOTION by Ms. Schwenk, seconded by Ms. Hazelrig, with all in favor, the Boundary Amendment Funding Agreement (Phase 8 Contraction), was approved.

EIGHTH ORDER OF BUSINESS**Consideration of Assignment of
Construction Contract and
Indemnification Agreement for Phase 8 –
ADDED**

Ms. Burns presented the assignment of Construction Contract and Indemnification Agreement for Phase 8. Ms. Burns explained that the construction contract, originally bid out earlier in the summer, would be assigned to the developer since the phase was privately funded, with no cost to the District.

On MOTION by Ms. Schwenk, seconded by Ms. Hazelrig, with all in favor, the Assignment of Construction Contract and Indemnification Agreement for Phase 8, was approved.

NINTH ORDER OF BUSINESS

**Presentation of Memo Regarding
Amendments to District Rules of
Procedure**

A. Consideration of Resolution 2025-12 Setting a Public Hearing on the Adoption of Amended and Restated Rules of Procedure for the District

Ms. Burns stated that updates to the District's Rules of Procedure were needed to align with recent legislative changes; most notably extending notice requirements between meetings to 35 and 28 days. She added that the update also includes minor cleanup items and requested approval of Resolution 2025-12 to set a public hearing for November 12.

On MOTION by Ms. Schwenk, seconded by Ms. Shockley, with all in favor, Resolution 2025-12 Setting a Public Hearing on the Adoption of Amended and Restated Rules of Procedure for the District for November 12, 2025, was approved.

TENTH ORDER OF BUSINESS

**Consideration of Proposals from Current
Demands for Overnight Monitoring
Security Services**

A. Initial Install

Ms. Burns presented the proposals from Current Demands for overnight monitoring security services. She noted that there is a one-time fee of \$1,548 for the converter for them to be able to utilize the existing cameras so they don't have to purchase new cameras.

B. Monthly Monitoring

Ms. Burns noted that Current Demands will monitor for \$160 per month, which is significantly less than what was being paid previously for the same service.

On MOTION by Ms. Schwenk, seconded by Ms. Hazelrig, with all in favor, the Proposals from Current Demands for Overnight Monitoring Security Services, was approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hammock reminded the Board to complete their ethics training and stated she would resend links if needed. She offered to answer any questions.

B. Engineer

There being no comments, the next item followed.

C. Field Manager's Report *(to be provided under separate cover)*

Mr. Tindall stated that recent maintenance activities included pool repairs totaling \$4,200 for replacement of the impeller, seal plate, and one motor. He added that the mailbox areas, entry sign, and nearby sidewalks were pressure washed in preparation for the holiday season, and a rusted fire extinguisher box at the amenity center was replaced. He noted that overall landscaping and pond conditions were good, though the area remained very wet. He also reported that the aquatic maintenance contract renewal with the current vendor would remain at the same annual rate of \$34,320 and requested Board approval to renew it. Lastly, he mentioned that the modification area project had been completed and that drainage issues reported by residents had since resolved, with the District engineer reviewing the matter further.

On MOTION by Ms. Shockley, seconded by Ms. Hazelrig, with all in favor, the Aquatic Maintenance Contract Renewal, was approved.

D. District Manager's Report**i. Approval of Check Registers**

Ms. Burns stated the check register is included in the agenda package for review. She offered to take any questions.

On MOTION by Ms. Shockley, seconded by Ms. Hazelrig, with all in favor, the Check Register, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns noted financial statements are in the agenda package for review. No action from the Board is necessary.

TWELFTH ORDER OF BUSINESS**Other Business**

There being no comments the next item followed.

THIRTEENTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

There being no comments the next item followed.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Shockley, seconded by Ms. Hazelrig, with all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION 1

RESOLUTION 2026-01

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

WHEREAS, the VillaMar Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended (the “**Act**”), and being situated in Polk County, Florida; and

WHEREAS, the Act authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE VILLAMAR COMMUNITY
DEVELOPMENT DISTRICT:**

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

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

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

PASSED AND ADOPTED this 12th day of November 2025.

ATTEST:

**VILLAMAR COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A

Amended and Restated Rules of Procedure

**RULES OF PROCEDURE
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF NOVEMBER 12, 2025

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board

member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

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

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

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

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

- (1) 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 twenty-four (24) months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

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

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

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

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

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

- (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 their affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

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

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

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

- (2) 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 confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval (“Meeting Materials”). Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report

2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

- (4) 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, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factorsreasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (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, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), *infra.*, and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District’s statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

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

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

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

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

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

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

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

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

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

Rule 3.0 Competitive Purchase.

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

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

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

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

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

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

- (4) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and

place for submitting proposals.

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

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, relevant business presence and capability to service the District's needs, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

shall remain suspended, revoked, or denied until the documents are furnished.

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

(4) Reapplication and Reinstatement

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

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

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

(5) Emergency Suspension and Revocation

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

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

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

- (3) 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 only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board

that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

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

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

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, , or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) 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: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

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

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (2) 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 certified mail, hand delivery, or email with delivery confirmation to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) 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 qualified person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

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

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective November 12, 2025, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

SECTION V

ASSIGNMENT OF AGREEMENT FOR TOWING SERVICES

THIS ASSIGNMENT (“**Assignment**”) is made and entered into this 14th day of October, 2025, by and between **S&S TOWING & RECOVERY LLC**, a Florida limited liability company with a principal address of 29350 U.S. 27, Unit A, Dundee, Florida 33838 (“**Assignor**”); **DOWNTOWN TOW & HOLD LLC**, a Florida limited liability company with a principal address of 29300 U.S. Highway 27, Dundee, FL 33838 (“**Assignee**”); and **VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Winter Haven, Florida, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”).

RECITALS

WHEREAS, the District and Contractor previously entered into that certain *Agreement between VillaMar Community Development District and S&S Towing & Recovery LLC for Towing Services*, dated January 4, 2023, as amended and supplemented (“**Agreement**”), which is incorporated herein by reference; and

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

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

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

1. **INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
2. **ASSIGNMENT.** The Assignor hereby assigns all rights, duties, and obligations under the Agreement to the Assignee, and Assignee hereby accepts said assignment. All terms and conditions of the Agreement shall remain in effect.
3. **DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee on the following conditions:
 - a. The Assignee shall, before performing services, execute a new human trafficking affidavit.
 - b. The Assignee shall, before performing services, provide a new insurance certificate naming the District, its officers, supervisors, agents, staff, and

representatives as additional insured. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District.

c. This Assignment shall be subject to ratification by the District's Board of Supervisors.

4. **NOTICES.** Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the parties as follows:

If to the District: VillaMar Community
Development District
219 East Livingston Street
Orlando, Florida 32801
Attention: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attention: District Counsel

If to Assignee: Downtown Tow & Hold LLC
29300 U.S. Highway 27
Dundee, FL 33838
Attention: Rebecca Raymond

5. **E-VERIFY.** Assignee shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Assignee shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Assignee has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Assignment, the Assignee represents that no public employer has terminated a contract with the Assignee under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Assignment.

6. **ANTI-HUMAN TRAFFICKING.** Assignee certifies, by acceptance of this Assignment, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Assignee agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Assignee refuses to sign said affidavit, the District may terminate the Agreement immediately.

7. **COUNTERPARTS.** This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

**District: VillaMar Community Development
District**

DocuSigned by:

Lauren O. Schwenk

By: Lauren Schwenk

Its: Chair

Assignor: S&S Towing & Recovery LLC

Signed by:

DAVID SANTOS

By: David Santos

Its: Manager

Assignee: Downtown Tow & Hold LLC

Signed by:

Rebecca Raymond

By: Rebecca Raymond

Its: Manager

SECTION VI

AGREEMENT FOR HOLIDAY LIGHTING

THIS AGREEMENT (“Agreement”) is made and entered into this 13th day of October 2025, by and between:

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being located in the City of Winter Haven, Florida, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”); and

WEDDINGS DONE BRIGHT LLC D/B/A SLOAN LIGHTING SOLUTIONS, a Florida limited liability company, with a mailing address of 3396 Foxmeadow Court, Longwood, Florida 32779 (“**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating and/or maintaining certain infrastructure improvements within the boundaries of the District; and

WHEREAS, the District has a need to retain an independent contractor to provide for the installation and maintenance of seasonal lighting and decorations (“**Lighting**”); and

WHEREAS, Contractor represents that it is qualified to perform such services and has agreed to provide to the District those services identified in this Agreement and in **Exhibit A** attached hereto and incorporated herein by this reference (“**Services**”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. SCOPE OF SERVICES; TERM.

- A.** Contractor will provide the Services, which include but are not limited to the provision of materials and labor, and installation services. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- B.** Contractor shall perform the Services in a neat and workmanlike manner. In the event the District, in its sole determination, finds that the work of Contractor is not satisfactory to

the District, the District shall have the right to immediately terminate this Agreement and will only be responsible for payment of Services satisfactorily completed.

- C. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repair of any damage resulting from Contractor's activities within twenty-four (24) hours.
- D. This Agreement shall be effective upon execution of this Agreement and shall continue through September 30, 2026 ("**Initial Term**"). Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless, unless terminated earlier in accordance with the terms herein.

SECTION 3. COMPENSATION.

- A. The District agrees to pay Contractor **Seventeen Thousand Dollars and Zero Cents (\$17,000.00)**, as set forth in **Exhibit A**, with fifty percent (50%) due on execution of the Agreement and fifty percent (50%) due upon completion of the Services and acceptance by the District.
- B. All invoices are due and payable in accordance with Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*.
- C. Contractor agrees that the District shall not be liable for payment for any additional services or amounts unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such additional services.
- D. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 4. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 5. INSURANCE.

- A. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

1. Workers' Compensation Insurance, or Contractor's certificate of exemption, in accordance with the laws of the State of Florida.
 2. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - i. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation, if any.
 3. Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000.00) per accident or disease.
 4. Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District and the District's staff, employees, consultants, officers, representatives, agents, and supervisors shall be named as additional insureds on the above listed policies, except Workers' Compensation and Employer's Liability. All above-referenced insurance policies shall be considered primary and non-contributory with respect to the additional insureds, and all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

- A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B.** Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any

person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

SECTION 7. AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 8. AGREEMENT CONTROLS. To the extent that any of the provisions in the attached **Exhibit A** and this Agreement conflict, the terms of this Agreement control.

SECTION 9. WARRANTY. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Services provided by Contractor pursuant to this Agreement shall be warranted for one (1) year from the date of the final acceptance by the District of the Services. Contractor shall commence to repair and/or replace any lighting covered by this warranty within twenty-four (24) hours of being informed of any lighting outage and/or necessary repairs or replacement of the Lighting.

SECTION 10. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this instrument.

SECTION 11. TERMINATION. Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor, as its sole recourse for termination.

SECTION 12. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 13. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor 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, expert witness fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 14. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: VillaMar Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk, PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: VillaMar CDD, District Counsel

B. If to Contractor: Weddings Done Bright LLC d/b/a Sloan Lighting Solutions
3396 Foxmeadow Court
Longwood, Florida 32779
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for Contractor may deliver Notices on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other Parties 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 in this Agreement.

SECTION 15. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other, and such approval shall not be unreasonably withheld.

SECTION 16. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Polk County, Florida.

SECTION 17. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the

designated public records custodian for the District is **Jill Burns** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, OR BY EMAIL AT JBURNS@GMSCFL.COM.

SECTION 18. 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.

SECTION 19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 20. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 21. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*,

within the year immediately preceding the date of this Agreement.

SECTION 22. FOREIGN INFLUENCE. Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 23. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION 24. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute the affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*.

[Signature page follows]

[Signature page to Agreement by and between VillaMar Community Development District and Sparking Pools and Lights, LLC d/b/a Festive Glow for Holiday Lighting]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:

Laron O Schaub

D2332DE9DE5A400

Chairperson, Board of Supervisors

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

Jill Burns

Jill Burns, District Manager

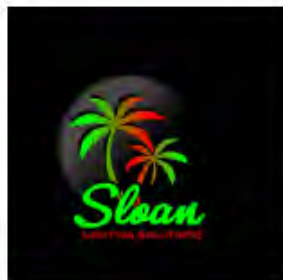
WEDDINGS DONE BRIGHT LLC D/B/A SLOAN
LIGHTING SOLUTIONS, a Florida limited liability
company

By: Brad Sloan

Its: Brad Sloan owner

EXHIBIT A: Contractor's Proposal

EXHIBIT A Contractor's Proposal



INVOICE

INV-000008

Date Issued: Oct 09, 2025
Date Due: Nov 08, 2025
Type: Deposit
Check Payable To: Sloan lighting solutions
Balance Due: \$17,000.00

FROM:
Sloan lighting solutions
Email: sloanhaus1225@yahoo.com
Phone: (407) 635-7479

TO:
Marshall Tindall
219 East Livingston Street
Orlando, FL, 32801
Phone: (407) 346-2453

JOB LOCATION:
205 Cunningham Road
Winter Haven, FL, 33884

JOB:
Villamar CDD

#	Services	Qty	Price	Total
1	Holiday Decorations	1.00	\$17,000.00	\$17,000.00
Subtotal				\$17,000.00
Grand Total (\$)				\$17,000.00
Deposit Due				\$8,500.00

Payment Schedule		
Deposit (50.00%)		\$8,500.00
Final Payment (50.00%)	Due on Jan 09, 2026	\$8,500.00

Accepted payment methods
Check, Cash, Venmo, Zelle

Message
Thank you for letting us light up your holidays!

Terms

Payment Terms. All invoices for services covered by the estimate are payable upon completion of work or due date stated on this invoice. Late Charges; Interest. Any invoices not paid by you on the date of completion may bear interest after the due date until the invoice is paid. The accepted forms of payment are listed on this invoice.

SECTION VII

SECTION C

Villa Mar CDD

Field Management Report



November 12, 2025

Marshall Tindall

Field Services Manager

GMS

Complete

Amenity Review

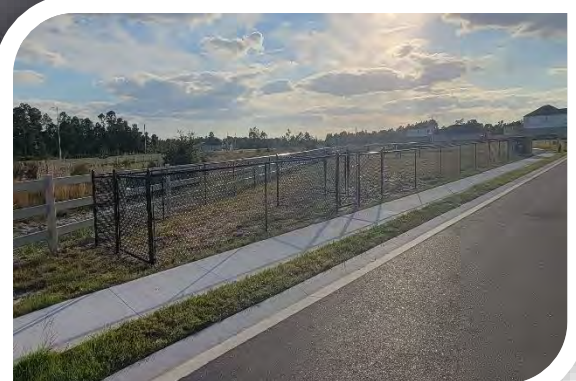
- Facilities are well maintained.
- Some routine maintenance is being done at the facility including fall furniture cleaning.
- Note that facility cleaning schedule has as also shifted as part of the contract into off season frequency.
- Holiday lights preparation is in place at the amenity area.



Complete

Landscape Review

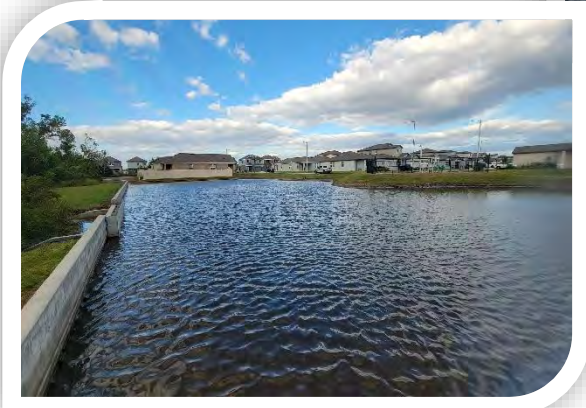
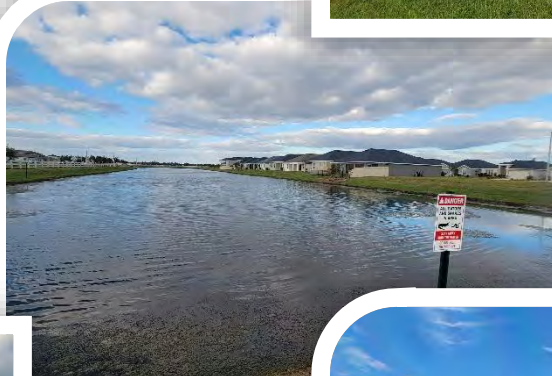
- Overall site maintenance is good.
- Going into November, the off-season mowing schedule shift is in effect as grass goes dormant.
- Monitoring some shrubs along Cunningham trees that were affected by a water supply cutoff due to local utility work.



Complete

Pond Review

- ✚ Ponds look good overall.
- ✚ Water levels are receding some
- ✚ Fountain has failed. Vendor is doing a diagnostic to assess and look for possible replacement parts option and if there is any underlying issue prior to quote.
- ✚ Some trash hotspots are being addressed around construction zones.



Complete

General Maintenance

- Some damaged traffic signs were repaired.
- Some touchups were done to the playground equipment.
- Approved Wildlife caution signs were installed.
- Some drains were identified and cleaned out in phase 1.
- Minor fence repairs were made in a couple of locations.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-346-2453, or by email at mtindall@gmscfl.com. Thank you.

Respectfully,
Marshall Tindall

SECTION 1



Request to increase Monthly Service from October at Villamar **CDD**

To the Board

As budget season is upon us again, we have had to make the difficult decision to increase our service charges for the year 2026.

The reason for this increase is due to the rising cost of chemicals and supplies used in the pool industry.

We would like to request an increase to a new monthly cost of \$2955.

We hope to continue servicing your property in 2026. If this increase causes budget issues, please feel free to reach out and discuss on 321-689-6210.

Yours sincerely
Simon McDonnell
Resort Pool Services
Director of Operations

SECTION 2

Resort Pool Services DBA
14525 Johns Lake Rd
Clermont, FL 34711 US
+1 3216896210
resortinvoice@gmail.com



Estimate 1279

ADDRESS Villamar CDD 219 E. Livingston St, Orlando FL 32801	DATE 11/05/2025	TOTAL \$13,500.00	

ACTIVITY	QTY	RATE	AMOUNT
Lift Install Provide and install a hydro powered lift at pool	1	13,500.00	13,500.00

TOTAL	\$13,500.00
-------	-------------

THANK YOU.

Accepted By

Accepted Date

SECTION D

SECTION 1

VillaMar
COMMUNITY DEVELOPMENT DISTRICT

Check Register
Fiscal Year 2025

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
<u>Truist Bank</u>		
September 2025	Check#: 964 - 985	\$80,944.66
	ACH Utilities: 80065 - 80069	\$21,221.31
TOTAL		\$102,165.97

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
9/03/25	00081	8/27/25	MA082720 202508 310-51300-11000 SUPERVISOR FEES 08/27/25	MILTON R ANDRADE	*	200.00	200.00 000964
9/03/25	00010	8/27/25	BW082720 202508 310-51300-11000 SUPERVISOR FEES 08/27/25	BRIAN WALSH	*	200.00	200.00 000965
9/03/25	00068	8/27/25	BS082720 202508 310-51300-11000 SUPERVISOR FEES 08/27/25	BOBBIE SHOCKLEY	*	200.00	200.00 000966
9/19/25	00051	9/16/25	09162025 202509 320-53800-43200 SEC DEP 4137 GIORGIO DR	CITY OF WINTER HAVEN WATER DEPT.	*	415.16	1,336.53 000967
		9/16/25	09162025 202509 320-53800-43200 SEC DEP 6402 DOMIZIO DR		*	921.37	
9/19/25	00034	8/27/25	15827 202508 330-53800-48500 AUG 25 - JANITORIAL SVCS	CSS CLEAN STAR SERVICES CENTRAL FL	*	450.00	1,500.00 000968
		8/27/25	15827 202508 330-53800-48500 AUG 25 - ADD DAY		*	160.00	
		8/27/25	15827 202508 330-53800-48500 AUG 25 - TRASH COLLECT		*	450.00	
		8/27/25	15827 202508 330-53800-48500 AUG 25 - MAIL TRASH COLL.		*	100.00	
		8/27/25	15827 202508 330-53800-48500 AUG 25 - PET STATION SVC		*	300.00	
		8/27/25	15827 202508 330-53800-48500 AUG 25 - DOGGIE BAGS 200		*	40.00	
9/19/25	00048	8/28/25	112926 202508 330-53800-48300 SVCVCALL /ACCESS/ CAMERA	CURRENT DEMANDS ELECTRICAL &	*	210.00	420.00 000969
		9/10/25	23950 202509 330-53800-48300 SVCVCALL /ACCESS/ CAMERA		*	210.00	
9/19/25	00009	9/01/25	364 202509 320-53800-12000 SEP 25 - FIELD MANAGEMENT		*	1,875.00	
		9/01/25	364 202509 310-51300-51000 STAPLES-BOS SEP COVER		*	40.92	
		9/01/25	365 202509 310-51300-34000 SEP 25 - MGMT FEES		*	3,718.75	
		9/01/25	365 202509 310-51300-35200 SEP 25 - WEBSITE ADMIN		*	105.00	

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
		9/01/25 365	202509 310-51300-35100		*	157.50	
		SEP 25 -	INFORMATION TECH				
		9/01/25 365	202509 310-51300-31300		*	833.33	
		SEP 25 -	DISSEMINATION				
		9/01/25 365	202509 330-57200-12000		*	625.00	
		SEP 25 -	AMENITY ACCESS				
		9/01/25 365	202509 310-51300-51000		*	3.22	
		SEP 25 -	OFFICE SUPPLIES				
		9/01/25 365	202509 310-51300-42000		*	17.76	
		SEP 25 -	POSTAGE				
		9/01/25 365	202509 310-51300-42500		*	2.55	
		SEP 25 -	COPIES				
			GOVERNMENTAL MANAGEMENT SERVICES -				7,379.03 000970
9/19/25 00039		9/14/25 13175	202508 310-51300-31500		*	1,995.30	
		GENERAL COUNSEL -	AUG 25				
			KILINSKI / VAN WYK, PLLC				1,995.30 000971
9/19/25 00015		8/27/25 19744	202508 320-53800-47300		*	112.48	
			IRRIG.REPL.SPRAYS&BUBBLER				
		8/27/25 19982	202508 320-53800-47300		*	697.14	
			IRRIG.REP-VALVES ZN 21&22				
		9/01/25 19931	202509 320-53800-46200		*	16,248.00	
		SEP 25 -	LANDSCAPE MAINT.				
			PRINCE & SONS INC.				17,057.62 000972
9/19/25 00045		9/01/25 28752	202509 330-53800-48100		*	2,870.00	
			POOL MAINTENANCE - SEP 25				
		9/11/25 28939	202509 330-53800-48100		*	5,000.00	
			INST. 100 POOL FILTERS				
			RESORT POOL SERVICES DBA				7,870.00 000973
9/19/25 00049		8/31/25 12283888	202508 320-53800-34500		*	3,482.72	
		AUG 25 -	SECURITY SERVICES				
			SECURITAS SECURITY SERVICES USA, INC				3,482.72 000974
9/19/25 00041		9/01/25 PSI19692	202509 320-53800-47000		*	1,082.00	
		SEP 25 -	LAKE MAINTENANCE				
		9/01/25 PSI19692	202509 320-53800-47000		*	856.00	
		SEP 25 -	POND MAINTENANCE				
		9/01/25 PSI19692	202509 320-53800-47000		*	921.75	
		SEP 25 -	PHS 7 POND 36-42				
			SOLITUDE LAKE MANAGEMENT SERVICES				2,859.75 000975
9/19/25 00027		10/01/25 OCT25PLY	202509 300-15500-10000		*	1,078.86	
		OCT 25 -	PLAYG.FURN LEASE				

VMCD VILLAMAR CDD SNEER00A

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
		10/01/25	OCT25P00 202509 300-15500-10000 OCT 25 - POOL FURN. LEASE	WHFS, LLC	*	1,396.08	
							2,474.94 000976
9/22/25	00011	9/19/25	29734 202509 300-15500-10000 FY26 INSURANCE POLICY	EGIS INSURANCE	*	20,846.00	
							20,846.00 000977
9/22/25	00045	9/19/25	28971 202509 330-53800-48100 RP SEALED PLATE, SHAFT, DFF	RESORT POOL SERVICES DBA	*	2,500.00	
							2,500.00 000978
9/26/25	00068	9/24/25	BS092420 202509 310-51300-11000 SUPERVISOR FEES 09/24/25	BOBBIE SHOCKLEY	*	200.00	
							200.00 000979
9/26/25	00010	9/24/25	BW092420 202509 310-51300-11000 SUPERVISOR FEES 09/24/25	BRIAN WALSH	*	200.00	
							200.00 000980
9/26/25	00080	9/24/25	EH092420 202509 310-51300-11000 SUPERVISOR FEES 09/24/25	EMILY J HAZELRIG	*	200.00	
							200.00 000981
9/26/25	00008	9/24/25	LS092420 202509 310-51300-11000 SUPERVISOR FEES 09/24/25	LAUREN SCHWENK	*	200.00	
							200.00 000982
9/30/25	00082	9/23/25	42526 202509 330-53800-48300 AMNTY CTR1 BKFLW LEAK RP	AARON'S BACKFLOW SERVICES, INC.	*	685.00	
							685.00 000983
9/30/25	00015	9/29/25	20204 202509 320-53800-47300 RP. NOZZLES, SPRAYS, ROTORS	PRINCE & SONS INC.	*	216.52	
							216.52 000984
9/30/25	00126	9/08/25	CADATLAN 202509 300-20700-10200 REIMB.DEV-CADATLANTIC OVP	VMAR DEV, LLC	*	8,921.25	
							8,921.25 000985
TOTAL FOR BANK A						80,944.66	
TOTAL FOR REGISTER						80,944.66	

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
9/30/25	00051	8/29/25 JUL-25 JUL 25	202507 320-53800-43200 -FIELD WATER&SEWER	CITY OF WINTER HAVEN WATER DEPT.	*	333.23	333.23 080065
9/30/25	00054	8/31/25 7299963 PUB&LEG	202508 310-51300-48000 FY26 BDGT &ASSESS	GANNETT FLORIDA LOCALIQ	*	4,254.35	4,254.35 080066
9/30/25	00043	9/04/25 67731008 SEP 25	202509 330-57200-48100 - PEST CONTROL	MASSEY SERVICES INC.	*	50.00	50.00 080067
9/30/25	00058	9/01/25 15531650 SEP 25	202509 330-57200-41000 - TV/INTERNET/TEL	SPECTRUM BUSINESS	*	210.31	210.31 080068
9/30/25	00022	8/20/25 AUG-25 JUL 25	202507 320-53800-43000 - FIELD ELECTRIC		*	205.70	
		8/20/25 AUG-25 JUL 25	202507 320-53800-43100 - STREETLIGHTS		*	15,122.70	
		8/20/25 AUG-25 JUL 25	202507 330-53800-43000 - AMENITY ELECTRIC		*	1,045.02	
			TECO				16,373.42 080069
TOTAL FOR BANK Z						21,221.31	
TOTAL FOR REGISTER						21,221.31	

SECTION 2

VillaMar
Community Development District

Unaudited Financial Reporting
September 30, 2025



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VillaMar
Community Development District
Combined Balance Sheet
September 30, 2025

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
<u>Cash:</u>				
Operating Account	\$ 41,668	\$ -	\$ -	\$ 41,668
Capital Projects Account	-	-	1,193	1,193
<u>Investments:</u>				
State Board Administration (SBA)	364,020	-	-	364,020
<u>Series 2019</u>				
Reserve	-	205,969	-	205,969
Revenue	-	201,700	-	201,700
Prepayment	-	1,725	-	1,725
<u>Series 2020</u>				
Reserve	-	184,450	-	184,450
Revenue	-	179,842	-	179,842
<u>Series 2022 A3</u>				
Reserve	-	69,338	-	69,338
Revenue	-	138,956	-	138,956
Prepayment	-	431	-	431
Construction	-	-	9	9
<u>Series 2022 A4</u>				
Reserve	-	124,913	-	124,913
Revenue	-	126,846	-	126,846
<u>Series 2023 A5</u>				
Reserve	-	259,980	-	259,980
Revenue	-	271,898	-	271,898
Prepayment	-	116,598	-	116,598
Construction	-	-	89	89
<u>Series 2024 A6</u>				
Reserve	-	603,000	-	603,000
Revenue	-	199,759	-	199,759
Due from Capital Reserves	25,544	-	-	25,544
Due from Developer Series 2024 A6	-	-	54,121	54,121
Due From Other	-	2,143	-	2,143
Prepaid Expenses	23,321	-	-	23,321
Deposits	6,327	-	-	6,327
Total Assets	460,880	\$ 2,687,547	\$ 55,412	\$ 3,203,839
Liabilities:				
Accounts Payable	\$ 82,764	\$ -	\$ -	\$ 82,764
Contracts Payable	-	-	54,121	54,121
Total Liabilities	82,764	\$ -	\$ 54,121	\$ 136,885
Fund Balance:				
Nonspendable:				
Prepaid Expenses	\$ 23,321	\$ -	\$ -	\$ 23,321
Deposits	6,327	-	-	6,327
Restricted for:				
Debt Service - Series 2019	-	409,394	-	409,394
Debt Service - Series 2020	-	364,292	-	364,292
Debt Service - Series 2022 A3	-	208,725	-	208,725
Debt Service - Series 2022 A4	-	251,759	-	251,759
Debt Service - Series 2023 A5	-	650,618	-	650,618
Debt Service - Series 2024 A6	-	802,759	-	802,759
Capital Projects - Series 2019	-	-	1,193	1,193
Capital Projects - Series 2022 A3	-	-	9	9
Capital Projects - Series 2023 A5	-	-	89	89
Assigned for:				
Capital Reserves	144,301	-	-	144,301
Unassigned	204,167	-	-	204,167
Total Fund Balances	378,116	\$ 2,687,547	\$ 1,291	\$ 3,066,954
Total Liabilities & Fund Balance	460,880	\$ 2,687,547	\$ 55,412	\$ 3,203,839

VillaMar
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance

Revenues:

Special Assessments - Tax Roll	\$ 984,004	\$ 984,004	\$ 987,807	\$ 3,803
Special Assessments - Direct	71,847	71,847	71,844	(3)
Interest Income	-	-	14,020	14,020
Miscellaneous Revenue	-	-	4,408	4,408
Total Revenues	\$ 1,055,851	\$ 1,055,851	\$ 1,078,079	\$ 22,228

Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 12,000	\$ 4,400	\$ 7,600
Engineering	7,500	7,500	16,388	(8,888)
Attorney	30,000	30,000	20,883	9,117
Annual Audit	5,600	5,600	7,100	(1,500)
Assessment Administration	10,000	10,000	10,000	-
Bond Amortization Filing	-	-	4,000	(4,000)
Arbitrage	2,700	2,700	2,700	-
Dissemination	10,000	10,000	10,000	0
Trustee Fees	29,800	29,800	23,274	6,526
Management Fees	44,625	44,625	44,625	-
Information Technology	1,890	1,890	1,890	-
Website Maintenance	1,260	1,260	1,260	-
Postage & Delivery	3,500	3,500	1,193	2,307
Insurance General Liability	6,886	6,886	6,408	478
Printing & Binding	500	500	390	110
Legal Advertising	10,000	10,000	5,404	4,596
Office Supplies	500	500	168	332
Other Current Charges	1,500	1,500	966	534
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 178,436	\$ 178,436	\$ 161,223	\$ 17,213

VillaMar
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Property Insurance	\$ 18,854	\$ 18,854	\$ 14,133	\$ 4,721
Field Management	22,500	22,500	22,500	-
Landscape Maintenance	226,000	226,000	164,312	61,688
Landscape Replacement	22,500	22,500	12,309	10,192
Pond Maintenance	32,000	32,000	26,575	5,425
Electric - Streetlights	166,320	166,320	181,768	(15,448)
Electric	3,000	3,000	3,018	(18)
Water & Sewer	30,000	30,000	36,551	(6,551)
Sidewalk & Asphalt Maintenance	2,500	2,500	4,284	(1,784)
Irrigation Repairs	10,000	10,000	4,578	5,422
General Repairs & Maintenance	25,000	25,000	33,182	(8,182)
Contingency	40,000	40,000	31,082	8,918
Subtotal Field Expenditures	\$ 598,674	\$ 598,674	\$ 534,292	\$ 64,382
Amenity Expenditures				
Amenity - Electric	\$ 18,000	\$ 18,000	\$ 14,495	\$ 3,505
Amenity - Water & Sewer	20,000	20,000	15,303	4,697
Playground & Furniture Lease	35,000	35,000	29,699	5,301
Internet	3,000	3,000	2,417	583
Pest Control	660	660	768	(108)
Janitorial Services	11,780	11,780	15,170	(3,390)
Security Services	36,036	36,036	41,418	(5,382)
Pool Maintenance - Contract	34,440	34,440	47,136	(12,696)
Amenity Access Management	7,500	7,500	7,500	-
Amenity Repairs & Maintenance	10,000	10,000	8,379	1,621
Holiday Decorations	10,000	10,000	10,000	-
Contingency	10,000	10,000	24,466	(14,466)
Subtotal Amenity Expenditures	\$ 196,416	\$ 196,416	\$ 216,751	\$ (20,335)
Total Operations & Maintenance	\$ 795,090	\$ 795,090	\$ 751,043	\$ 44,047
Total Expenditures	\$ 973,526	\$ 973,526	\$ 912,266	\$ 61,260
Excess (Deficiency) of Revenues over Expen	\$ 82,325	\$ 82,325	\$ 165,813	\$ 83,488
<u>Other Financing Sources/(Uses):</u>				
Capital Reserve Transfer	\$ (82,325)	\$ (82,325)	\$ -	\$ 82,325
Total Other Financing Sources/(Uses)	\$ (82,325)	\$ (82,325)	\$ -	\$ 82,325
Net Change in Fund Balance	\$ -	\$ -	\$ 165,813	\$ 165,813
Fund Balance - Beginning	\$ -		\$ 212,303	
Fund Balance - Ending	\$ -		\$ 378,116	

VillaMar
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
<u>Revenues:</u>				
Interest Income	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
<u>Expenditures:</u>				
Chair Lift Replacement	\$ 10,500	\$ 10,500	\$ -	\$ 10,500
Furniture Replacement	12,500	12,500	-	12,500
Capital Improvement	-	-	25,544	(25,544)
Contingency	600	600	-	600
Total Expenditures	\$ 23,600	\$ 23,600	\$ 25,544	\$ (1,944)
Excess (Deficiency) of Revenues over Expen	\$ (23,600)	\$ (23,600)	\$ (25,544)	\$ (1,944)
<u>Other Financing Sources/(Uses):</u>				
Capital Reserve Transfer	\$ 82,325	\$ 82,325	\$ -	\$ (82,325)
Total Other Financing Sources/(Uses)	\$ 82,325	\$ 82,325	\$ -	\$ (82,325)
Net Change in Fund Balance	\$ 58,725	\$ 58,725	\$ (25,544)	\$ (84,269)
Fund Balance - Beginning	\$ 39,350		\$ -	
Fund Balance - Ending	\$ 98,075		\$ (25,544)	

VillaMar
Community Development District
Debt Service Fund Series 2019 A1
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Revenues:</u>				
Special Assessments - Tax Roll	\$ 403,763	\$ 403,763	\$ 405,264	\$ 1,501
Interest Income	-	-	16,625	16,625
Total Revenues	\$ 403,763	\$ 403,763	\$ 421,889	\$ 18,126
<u>Expenditures:</u>				
Interest - 11/1	\$ 140,338	\$ 140,338	\$ 140,338	\$ -
Interest - 5/1	140,338	140,338	140,338	-
Principal - 5/1	125,000	125,000	125,000	-
Total Expenditures	\$ 405,675	\$ 405,675	\$ 405,675	\$ -
Excess (Deficiency) of Revenues over Expen	\$ (1,913)	\$ (1,913)	\$ 16,214	\$ 18,126
Net Change in Fund Balance	\$ (1,913)	\$ (1,913)	\$ 16,214	\$ 18,126
Fund Balance - Beginning	\$ 183,440		\$ 393,180	
Fund Balance - Ending	\$ 181,528		\$ 409,394	

VillaMar
Community Development District
Debt Service Fund Series 2020 A2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Revenues:</u>				
Special Assessments - Tax Roll	\$ 369,050	\$ 369,050	\$ 370,423	\$ 1,373
Interest Income	-	-	14,931	14,931
Total Revenues	\$ 369,050	\$ 369,050	\$ 385,354	\$ 16,304
<u>Expenditures:</u>				
Interest - 11/1	\$ 115,816	\$ 115,816	\$ 115,816	\$ -
Interest - 5/1	115,816	115,816	115,816	-
Principal - 5/1	135,000	135,000	135,000	-
Total Expenditures	\$ 366,631	\$ 366,631	\$ 366,631	\$ -
Excess (Deficiency) of Revenues over Expen	\$ 2,419	\$ 2,419	\$ 18,723	\$ 16,304
Net Change in Fund Balance	\$ 2,419	\$ 2,419	\$ 18,723	\$ 16,304
Fund Balance - Beginning	\$ 159,690		\$ 345,569	
Fund Balance - Ending	\$ 162,109		\$ 364,292	

VillaMar
Community Development District
Debt Service Fund Series 2022 A3
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
<u>Revenues:</u>				
Special Assessments - Tax Roll	\$ 165,060	\$ 165,060	\$ 139,422	\$ (25,637)
Interest Income	-	-	7,473	7,473
Total Revenues	\$ 165,060	\$ 165,060	\$ 146,895	\$ (18,164)
<u>Expenditures:</u>				
Interest - 11/1	\$ 44,066	\$ 44,066	\$ 44,066	\$ -
Interest - 5/1	43,284	43,284	43,284	-
Principal - 11/1	50,000	50,000	50,000	-
Total Expenditures	\$ 137,350	\$ 137,350	\$ 137,350	\$ -
Excess (Deficiency) of Revenues over Expen	\$ 27,710	\$ 27,710	\$ 9,545	\$ (18,164)
Net Change in Fund Balance	\$ 27,710	\$ 27,710	\$ 9,545	\$ (18,164)
Fund Balance - Beginning	\$ 66,015		\$ 199,180	
Fund Balance - Ending	\$ 93,725		\$ 208,725	

VillaMar
Community Development District
Debt Service Fund Series 2022 A4
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Revenues:</u>				
Special Assessments - Tax Roll	\$ 249,825	\$ 249,825	\$ 250,755	\$ 930
Interest Income	-	-	10,266	10,266
Total Revenues	\$ 249,825	\$ 249,825	\$ 261,021	\$ 11,196
<u>Expenditures:</u>				
Interest - 11/1	\$ 82,025	\$ 82,025	\$ 82,025	\$ -
Interest - 5/1	82,025	82,025	82,025	-
Principal - 5/1	85,000	85,000	85,000	-
Total Expenditures	\$ 249,050	\$ 249,050	\$ 249,050	\$ -
Excess (Deficiency) of Revenues over Expen	\$ 775	\$ 775	\$ 11,971	\$ 11,196
Net Change in Fund Balance	\$ 775	\$ 775	\$ 11,971	\$ 11,196
Fund Balance - Beginning	\$ 114,869		\$ 239,787	
Fund Balance - Ending	\$ 115,644		\$ 251,759	

VillaMar
Community Development District
Debt Service Fund Series 2023 A5
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
Revenues:				
Special Assessments - Direct	\$ 553,728	\$ 553,728	\$ 540,105	\$ (13,624)
Prepayments	-	-	344,198	344,198
Interest Income	-	-	24,631	24,631
Total Revenues	\$ 553,728	\$ 553,728	\$ 908,933	\$ 355,205
Expenditures:				
Interest - 11/1	\$ 219,934	\$ 219,934	\$ 217,656	\$ 2,278
Special Call - 11/1	-	-	140,000	(140,000)
Interest - 2/1	-	-	713	(713)
Special Call - 2/1	-	-	50,000	(50,000)
Interest - 5/1	219,934	219,934	212,344	7,591
Principal - 5/1	115,000	115,000	110,000	5,000
Special Call - 5/1	-	-	80,000	(80,000)
Interest - 8/1	-	-	1,759	(1,759)
Special Call - 8/1	-	-	125,000	(125,000)
Total Expenditures	\$ 554,869	\$ 554,869	\$ 937,472	\$ (382,603)
Excess (Deficiency) of Revenues over Expen	\$ (1,141)	\$ (1,141)	\$ (28,538)	\$ (27,398)
Net Change in Fund Balance	\$ (1,141)	\$ (1,141)	\$ (28,538)	\$ (27,398)
Fund Balance - Beginning	\$ 336,869		\$ 679,156	
Fund Balance - Ending	\$ 335,728		\$ 650,618	

VillaMar
Community Development District
Debt Service Fund Series 2024 A6
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Revenues:</u>				
Special Assessments - Direct	\$ 603,000	\$ 603,000	\$ 506,172	\$ (96,828)
Interest Income	-	-	29,560	29,560
Total Revenues	\$ 603,000	\$ 603,000	\$ 535,732	\$ (67,268)
<u>Expenditures:</u>				
Interest - 11/1	\$ 240,659	\$ 240,659	\$ 240,659	\$ -
Interest - 5/1	240,659	240,659	240,659	-
Principal - 5/1	120,000	120,000	120,000	-
Total Expenditures	\$ 601,319	\$ 601,319	\$ 601,319	\$ -
Excess (Deficiency) of Revenues over Expen	\$ 1,681	\$ 1,681	\$ (65,587)	\$ (67,268)
Net Change in Fund Balance	\$ 1,681	\$ 1,681	\$ (65,587)	\$ (67,268)
Fund Balance - Beginning	\$ 343,608		\$ 868,346	
Fund Balance - Ending	\$ 345,289		\$ 802,759	

VillaMar
Community Development District
Combined Capital Project Funds
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Series	Series	Series	Series	Series	Series	
	2019 A1	2020 A2	2022 A3	2022 A4	2023 A5	2024 A6	Total
Revenues							
Developer Contributions	\$ 1,000	\$ -	\$ 17,063	\$ 1,248	\$ 162,676	\$ 2,187,534	\$ 2,369,522
Interest Income	1	-	0	-	1,037	684	1,722
Total Revenues	\$ 1,001	\$ -	\$ 17,063	\$ 1,248	\$ 163,713	\$ 2,188,218	\$ 2,371,244
Expenditures:							
Capital Outlay	\$ 301	\$ -	\$ 17,063	\$ 1,248	\$ 437,734	\$ 1,845,087	\$ 2,301,433
Bank Fees	846	-	-	-	-	-	846
Total Expenditures	\$ 1,147	\$ -	\$ 17,063	\$ 1,248	\$ 437,734	\$ 1,845,087	\$ 2,302,279
Excess (Deficiency) of Rev. over Exp.	\$ (146)	\$ -	\$ 0	\$ -	\$ (274,021)	\$ 343,131	\$ 68,965
Net Change in Fund Balance	\$ (146)	\$ -	\$ 0	\$ -	\$ (274,021)	\$ 343,131	\$ 68,965
Fund Balance - Beginning	\$ 1,339	\$ -	\$ 9	\$ -	\$ 274,110	\$ (343,131)	\$ (67,674)
Fund Balance - Ending	\$ 1,193	\$ -	\$ 9	\$ -	\$ 89	\$ -	\$ 1,291

VillaMar
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Revenues:</u>													
Special Assessments - Tax Roll	\$ -	\$ 24,401	\$ 926,520	\$ 7,560	\$ 11,908	\$ 2,699	\$ 7,534	\$ 953	\$ 6,167	\$ -	\$ -	\$ 64	\$ 987,807
Special Assessments - Direct	-	-	35,922	-	-	-	17,961	-	-	17,961	-	-	71,844
Interest Income	-	-	-	-	497	1,916	2,036	2,491	2,168	2,118	1,485	1,310	14,020
Miscellaneous Revenue	30	4,108	-	-	30	-	-	-	120	120	-	-	4,408
Total Revenues	\$ 30	\$ 28,509	\$ 962,442	\$ 7,560	\$ 12,435	\$ 4,615	\$ 27,531	\$ 3,444	\$ 8,455	\$ 20,199	\$ 1,485	\$ 1,375	\$ 1,078,079
<u>Expenditures:</u>													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ 600	\$ -	\$ 600	\$ 800	\$ -	\$ 600	\$ 800	\$ 4,400
Engineering	-	-	-	-	-	-	-	-	6,213	-	10,175	-	16,388
Attorney	1,048	117	2,009	831	1,110	2,354	555	3,004	3,894	1,388	1,995	2,580	20,883
Annual Audit	-	-	-	-	-	-	1,000	6,100	-	-	-	-	7,100
Assessment Administration	10,000	-	-	-	-	-	-	-	-	-	-	-	10,000
Bond Amortization Filing	3,000	-	-	-	250	-	250	-	-	500	-	-	4,000
Arbitrage	-	-	-	-	450	450	-	900	-	900	-	-	2,700
Dissemination	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Trustee Fees	-	-	4,041	-	4,256	-	7,004	-	-	7,974	-	-	23,274
Management Fees	3,719	3,719	3,719	3,719	3,719	3,719	3,719	3,719	3,719	3,719	3,719	3,719	44,625
Information Technology	158	158	158	158	158	158	158	158	158	158	158	158	1,890
Website Maintenance	105	105	105	105	105	105	105	105	105	105	105	105	1,260
Postage & Delivery	113	42	93	452	40	203	-	-	-	33	200	18	1,193
Insurance General Liability	6,408	-	-	-	-	-	-	-	-	-	-	-	6,408
Printing & Binding	16	-	-	-	-	67	99	126	80	-	-	3	390
Legal Advertising	-	-	-	-	-	-	-	1,150	-	-	4,254	-	5,404
Other Current Charges	41	41	69	42	44	80	49	45	122	145	129	160	966
Office Supplies	1	0	0	2	0	0	3	1	4	3	109	44	168
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 25,617	\$ 5,015	\$ 12,025	\$ 6,140	\$ 10,966	\$ 8,568	\$ 13,774	\$ 16,740	\$ 15,926	\$ 15,757	\$ 22,277	\$ 8,418	\$ 161,223

VillaMar
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Field Management	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 22,500
Landscape Maintenance	12,415	12,415	12,415	12,415	12,415	12,415	12,415	12,415	16,248	16,248	16,248	16,248	164,312
Landscape Replacement	1,714	-	-	-	700	-	-	-	-	-	-	9,895	12,309
Pond Maintenance	1,938	1,938	1,938	1,938	1,938	1,938	1,938	1,938	2,367	2,985	2,860	2,860	26,575
Electric - Streetlights	15,645	17,627	14,956	13,741	13,741	15,192	15,192	15,108	15,123	15,123	15,123	15,200	181,768
Electric	229	220	266	278	320	350	426	304	285	84	51	206	3,018
Water & Sewer	6,161	2,252	2,296	6,775	1,589	2,154	2,188	3,738	2,846	2,383	2,500	1,670	36,551
Sidewalk & Asphalt Maintenance	-	-	-	-	-	4,284	-	-	-	-	-	-	4,284
Irrigation Repairs	178	-	-	170	130	2,405	88	-	111	471	810	217	4,578
General Repairs & Maintenance	972	4,771	3,816	-	2,580	-	600	-	2,568	-	-	17,875	33,182
Property Insurance	14,133	-	-	-	-	-	-	-	-	-	-	-	14,133
Contingency	7,175	-	7,476	2,650	2,450	400	-	3,350	6,006	1,575	-	-	31,082
Subtotal Field Expenditures	\$ 62,434	\$ 41,097	\$ 45,038	\$ 39,842	\$ 37,738	\$ 41,013	\$ 34,722	\$ 38,727	\$ 47,428	\$ 40,743	\$ 39,466	\$ 66,044	\$ 534,292
Amenity Expenditures													
Pool Maintenance - Contract	\$ 3,405	\$ 2,730	\$ 3,290	\$ 2,730	\$ 6,370	\$ 2,870	\$ 2,870	\$ 2,870	\$ 3,641	\$ 2,945	\$ 3,045	\$ 10,370	\$ 47,136
Security Services	3,071	3,255	3,255	2,486	-	7,763	3,027	3,369	3,706	4,634	3,483	3,369	41,418
Janitorial Services	2,595	850	1,490	850	850	850	850	850	1,450	1,535	1,500	1,500	15,170
Internet	189	189	189	189	189	210	210	210	210	210	210	210	2,417
Pest Control	50	50	50	50	50	50	50	50	50	218	50	50	768
Playground & Furniture Lease	2,475	2,475	2,475	2,475	2,475	2,475	2,475	2,475	2,475	2,475	2,475	2,475	29,699
Amenity - Electric	911	1,500	1,500	1,500	1,000	1,500	1,065	1,239	1,044	1,044	1,147	1,045	14,495
Amenity - Water & Sewer	591	1,271	1,291	1,543	1,077	931	815	1,999	1,349	1,436	1,500	1,500	15,303
Amenity Access Management	625	625	625	625	625	625	625	625	625	625	625	625	7,500
Amenity Repairs & Maintenance	477	-	2,355	-	210	1,535	220	811	351	1,315	210	895	8,379
Holiday Decorations	-	-	10,000	-	-	-	-	-	-	-	-	-	10,000
Contingency	4,357	-	-	-	10,149	-	-	9,960	-	-	-	-	24,466
Subtotal Amenity Expenditures	\$ 18,746	\$ 12,945	\$ 26,519	\$ 12,448	\$ 22,995	\$ 18,810	\$ 12,207	\$ 24,459	\$ 14,900	\$ 16,437	\$ 14,245	\$ 22,039	\$ 216,751
Total Expenditures	\$ 106,797	\$ 59,057	\$ 83,582	\$ 58,430	\$ 71,699	\$ 68,391	\$ 60,704	\$ 79,926	\$ 78,254	\$ 72,937	\$ 75,988	\$ 96,502	\$ 912,266
Total Expenditures & Other Financing Uses	\$ 106,797	\$ 59,057	\$ 83,582	\$ 58,430	\$ 71,699	\$ 68,391	\$ 60,704	\$ 79,926	\$ 78,254	\$ 72,937	\$ 75,988	\$ 96,502	\$ 912,266
Net Change in Fund Balance	\$ (106,767)	\$ (30,548)	\$ 878,860	\$ (50,870)	\$ (59,263)	\$ (63,776)	\$ (33,172)	\$ (76,482)	\$ (69,799)	\$ (52,738)	\$ (74,503)	\$ (95,127)	\$ 165,813

VillaMar
Community Development District
Long Term Debt Report

SERIES 2019, SPECIAL ASSESSMENT REVENUE BONDS AREA 1			
TERM 1	3.750%	\$510,000.00	May 1, 2024
TERM 2	4.00%	\$750,000.00	May 1, 2029
TERM 3	4.63%	\$2,105,000.00	May 1, 2039
TERM 4	4.875%	\$3,815,000.00	May 1, 2050
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE		
RESERVE FUND REQUIREMENT		\$205,969	
RESERVE FUND BALANCE		\$205,969	
BONDS OUTSTANDING - 06/25/19			\$7,180,000
LESS: SPECIAL CALL - 08/01/20			(\$290,000)
LESS: SPECIAL CALL - 11/1/20			(\$280,000)
LESS: SPECIAL CALL - 2/1/21			(\$45,000)
LESS: PRINCIPAL PAYMENT - 5/1/21			(\$110,000)
LESS: SPECIAL CALL - 5/1/21			(\$30,000)
LESS: SPECIAL CALL - 8/1/21			(\$65,000)
LESS: SPECIAL CALL - 11/1/21			(\$20,000)
LESS: PRINCIPAL PAYMENT - 5/1/22			(\$110,000)
LESS: SPECIAL CALL - 11/1/22			(\$20,000)
LESS: PRINCIPAL PAYMENT - 5/1/23			(\$115,000)
LESS: PRINCIPAL PAYMENT - 5/1/24			(\$120,000)
LESS: PRINCIPAL PAYMENT - 5/1/25			(\$125,000)
CURRENT BONDS OUTSTANDING			\$5,850,000

SERIES 2020, SPECIAL ASSESSMENT REVENUE BONDS AREA 2			
TERM 1	2.625%	\$525,000.00	May 1, 2025
TERM 2	3.20%	\$750,000.00	May 1, 2030
TERM 3	3.75%	\$1,965,000.00	May 1, 2040
TERM 4	4.000%	\$3,260,000.00	May 1, 2051
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE		
RESERVE FUND REQUIREMENT		\$184,450	
RESERVE FUND BALANCE		\$184,450	
BONDS OUTSTANDING - 11/24/20			\$6,500,000
LESS: PRINCIPAL PAYMENT - 5/1/22			(\$125,000)
LESS: PRINCIPAL PAYMENT - 5/1/23			(\$130,000)
LESS: PRINCIPAL PAYMENT - 5/1/24			(\$135,000)
LESS: PRINCIPAL PAYMENT - 5/1/25			(\$135,000)
CURRENT BONDS OUTSTANDING			\$5,975,000

SERIES 2022, SPECIAL ASSESSMENT REVENUE BONDS AREA 3			
TERM 1	3.125%	\$415,000.00	November 1, 2027
TERM 2	3.50%	\$370,000.00	November 1, 2032
TERM 3	4.00%	\$2,255,000.00	November 1, 2051
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE		
RESERVE FUND REQUIREMENT		\$69,338	
RESERVE FUND BALANCE		\$69,338	
BONDS OUTSTANDING - 03/18/22			\$3,040,000
LESS: PRINCIPAL PAYMENT - 11/1/22			(\$100,000)
LESS: SPECIAL CALL - 5/1/23			(\$50,000)
LESS: SPECIAL CALL - 5/1/23			(\$85,000)
LESS: PRINCIPAL PAYMENT - 11/1/23			(\$60,000)
LESS: SPECIAL CALL - 11/1/23			(\$190,000)
LESS: SPECIAL CALL - 2/1/24			(\$80,000)
LESS: SPECIAL CALL - 5/1/24			(\$135,000)
LESS: SPECIAL CALL - 8/1/24			(\$55,000)
LESS: PRINCIPAL PAYMENT - 11/1/24			(\$50,000)
CURRENT BONDS OUTSTANDING			\$2,235,000

VillaMar
Community Development District
Long Term Debt Report

SERIES 2022, SPECIAL ASSESSMENT REVENUE BONDS AREA 4			
TERM 1	3.250%	\$425,000.00	May 1, 2027
TERM 2	3.63%	\$505,000.00	May 1, 2032
TERM 3	4.00%	\$1,340,000.00	May 1, 2042
TERM 4	4.125%	\$2,025,000.00	May 1, 2052
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE		
RESERVE FUND REQUIREMENT		\$124,913	
RESERVE FUND BALANCE		\$124,913	
BONDS OUTSTANDING - 03/18/22			\$4,295,000
LESS: PRINCIPAL PAYMENT - 5/1/23			(\$80,000)
LESS: PRINCIPAL PAYMENT - 5/1/24			(\$80,000)
LESS: PRINCIPAL PAYMENT - 5/1/25			(\$85,000)
CURRENT BONDS OUTSTANDING			\$4,050,000

SERIES 2023, SPECIAL ASSESSMENT REVENUE BONDS AREA 5			
TERM 1	4.875%	\$885,000.00	May 1, 2030
TERM 2	5.63%	\$2,860,000.00	May 1, 2043
TERM 3	5.75%	\$4,195,000.00	May 1, 2053
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE		
RESERVE FUND REQUIREMENT		\$259,980	
RESERVE FUND BALANCE		\$259,980	
BONDS OUTSTANDING - 06/15/23			\$7,940,000
LESS: PRINCIPAL PAYMENT - 5/1/24			(\$110,000)
LESS: SPECIAL CALL - 8/1/24			(\$80,000)
LESS: SPECIAL CALL - 11/1/24			(\$140,000)
LESS: SPECIAL CALL - 2/1/25			(\$50,000)
LESS: PRINCIPAL PAYMENT - 5/1/25			(\$110,000)
LESS: SPECIAL CALL - 5/1/25			(\$80,000)
LESS: SPECIAL CALL - 8/1/25			(\$125,000)
CURRENT BONDS OUTSTANDING			\$7,245,000

SERIES 2024, SPECIAL ASSESSMENT REVENUE BONDS AREA 6			
TERM 1	4.625%	\$985,000.00	May 1, 2031
TERM 2	5.50%	\$3,140,000.00	May 1, 2044
TERM 3	5.75%	\$4,575,000.00	May 1, 2054
RESERVE FUND DEFINITION	LESSER OF: (i) MADS (ii) 125% Avg Annual DS (iii) 10% of Original Issue		
RESERVE FUND REQUIREMENT		\$603,000	
RESERVE FUND BALANCE		\$603,000	
BONDS OUTSTANDING - 03/31/24			\$8,700,000
LESS: PRINCIPAL PAYMENT - 5/1/25			(\$120,000)
CURRENT BONDS OUTSTANDING			\$8,580,000

VillaMar
Community Development District
Special Assessment Receipts - Polk County
Fiscal Year 2025

ON ROLL ASSESSMENTS	Gross Assessments	\$	1,058,062	\$	434,152	\$	396,828	\$	149,361	\$	268,630	\$	578,605	\$	2,885,638
	Net Assessments	\$	983,998	\$	403,761	\$	369,050	\$	138,905	\$	249,826	\$	538,103	\$	2,683,643

								37%	15%	14%	5%	9%	20%	100.00%
Date	Gross Amount	(Discount)/ Penalty	Commissions	Interest/ (P. Appraiser)	Net Receipts	O&M Portion	Series 2019 Debt Service	Series 2020 Debt Service	Series 2022 PH3 Debt Service	Series 2022 PH4 Debt Service	Series 2023 Debt Service			
11/12/24	\$ 5,350	\$ 250	\$ 102	\$ -	\$ 4,998	\$ 1,809	\$ 758	\$ 693	\$ 261	\$ 469	\$ 1,010	\$ 4,999		
11/15/24	9,829	393	189	-	9,247	3,560	1,351	1,235	465	836	1,801	9,247		
11/19/24	26,504	1,032	509	-	24,962	9,676	3,631	3,319	1,249	2,247	4,840	24,962		
11/26/24	55,061	2,202	1,057	-	51,801	19,937	7,570	6,919	2,604	4,684	10,088	51,801		
11/30/24	-	-	-	(28,856)	(28,856)	(10,581)	(4,341)	(3,968)	(1,494)	(2,686)	(5,786)	(28,856)		
12/06/25	819,721	32,762	15,739	-	771,220	282,920	115,999	106,026	39,907	71,774	154,594	771,220		
12/20/25	1,507,540	60,463	28,942	-	1,418,135	520,500	213,239	194,907	73,360	131,941	284,189	1,418,135		
12/27/25	362,240	14,081	6,963	-	341,196	123,100	51,810	47,356	17,824	32,057	69,048	341,196		
01/10/25	22,047	661	428	-	20,958	7,560	3,183	2,909	1,095	1,969	4,242	20,958		
02/03/25	-	-	-	4,084	4,084	1,497	614	562	211	380	819	4,084		
02/10/25	28,880	565	566	-	27,749	10,411	4,119	3,765	1,417	2,549	5,489	27,749		
03/07/25	7,688	63	153	-	7,473	2,699	1,134	1,037	390	702	1,511	7,473		
04/11/25	21,185	-	424	-	20,761	7,440	3,165	2,892	1,089	1,958	4,217	20,761		
04/30/25	-	-	-	94	94	94	-	-	-	-	-	94		
05/11/25	2,687	-	54	-	2,633	953	399	365	137	247	532	2,633		
06/13/25	6,450	-	129	-	6,321	2,292	957	875	329	592	1,276	6,321		
06/24/25	11,158	-	223	-	10,935	3,875	1,677	1,533	577	1,038	2,235	10,935		
09/30/25	-	-	-	64	64	64	-	-	-	-	-	64		
TOTAL	\$ 2,886,339	\$ 112,473	\$ 55,477	\$ (24,614)	\$ 2,693,775	\$ 987,807	\$ 405,264	\$ 370,423	\$ 139,422	\$ 250,755	\$ 540,105	\$ 2,693,775		

100%	Net Percent Collected
0	Balance Remaining to Collect