



AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

COLLIER COUNTY REGULAR BOARD MEETING SEPTEMBER 1, 2026 4:00 P.M.

**GRAND HALL AT DEL WEBB
6008 Del Webb Way
AVE MARIA, FLORIDA 34142**

www.avemariastewardshipcd.org

DISTRICT MANAGER

**Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410**

**561.630.4922 Telephone
877.SDS.4922 Toll Free
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AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING

September 1, 2026

4:00 p.m.

Grand Hall at Del Webb

6008 Del Webb Way

Ave Maria, Florida 34142

TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/84779450200>

MEETING ID: 847 7945 0200 DIAL IN AT: 1-929-436-2866

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Proof of Publication.....Page 1
- E. Establish a Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public on Agenda Items
- H. Approval of Minutes
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 - 2. August 21, 2026 Methodology Assessment Consulting Services RFQ Evaluation Committee Meeting Minutes.....Page 16
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 - 3. Receive Update on Arthrex Commerce Park Berm
 - 4. Methodology Consultant Services
 - a. Consider Evaluation Committee Recommendation and Select Consultant to Perform Methodology.....Page 22
 - b. Consider Resolution 2026-21 – Methodology Consultant Services.....Page 24
 - 5. Consider Addendum to Proposal with Trebilcock Consulting Solutions, P.A. for Golf Cart Ordinance Update.....Page 85
- J. New Business
 - 1. Receive Update on Camp Keias Road and Pope John Paul II Blvd Roundabout.....Page 95
 - 2. Consider Resolution 2026-22 – Set and Notice a Public Hearing to Adopt Proposed Amendments to the District’s Rules and Procedures.....Page 108
 - 3. Consider Authorizing District Engineer to Design and Permit Crosswalk Improvements at Bellera
- K. Administrative Matters
 - 1. Legal Report

2. Engineer Report

3. Manager's Report

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L. Final Public Comments

M. Board Member Comments

N. Adjourn

***Public Comment will be limited to three minutes (3:00) with no rebuttal**



Clerk of the Circuit Court and Comptroller - Crystal K. Kinzel
Collier County, Florida
3315 Tamiami Trail East, Ste. 102 - Naples, FL 34112-5324
Phone: (239) 252-2646

Affidavit of Publication

COLLIER COUNTY STATE OF FLORIDA

Before the undersigned authority personally appeared
Yani Fernandez, who on oath says that he or she is a
Deputy Clerk of the Circuit Court of Collier County,
Florida; that the attached copy of advertisement,
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
NOTICE OF REGULAR BOARD MEETING (SEPTEMBER
1, 2026) was published on the publicly accessible
website <https://notices.collierclerk.com> as designated by
Collier County, Florida on 08/24/2026 until 08/25/2026.

Affiant further says that the website complies with all
legal requirements for publication in chapter 50, Florida
Statutes.

[Signature]
(Affiant Signature)

Yani Fernandez
(Affiant Printed Name)

Sworn to and subscribed before me this 08/25/2026

Crystal K. Kinzel Clerk of the Circuit Court &
Comptroller

[Signature]
(Deputy Clerk Signature)

Jennifer Hansen 8/25/26
(Deputy Clerk Printed Name) Date

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
NOTICE OF REGULAR BOARD MEETING**

(SEPTEMBER 1, 2026)

The Board of Supervisors (the "Board") of the Ave Maria Stewardship Community District (the "District") will hold a Regular Board Meeting ("Meeting") at **4:00 p.m. on September 1, 2026**, at the Grand Hall at Del Webb located at 6008 Del Webb Way, Ave Maria, Florida 34142. The Meeting will also be available for viewing utilizing communications media technology ("Virtual Attendance") through the following login information, however public comment will only be available to those participating in person. The Zoom link below will allow for up to 1,000 individuals to view the meeting and all requests for public comment participation via Zoom must be submitted by 5 p.m. August 31, 2026, in advance of the meeting to the District Manager, Allyson Holland, at aholland@sdsinc.org with the agenda item they wish to speak on noted. Virtual Attendance is offered for convenience only and in the event there are interruptions to internet service or other technical difficulties the Meeting will continue at the physical location regardless of availability of the Virtual Attendance option.

Join by URL for VIDEO ACCESS at: <https://us02web.zoom.us/j/84779450200>

Meeting ID: 847 7945 0200

Join by PHONE at: 1-929-436-2866

Meeting ID: 847 7945 0200

The purpose of the Meeting is for the Board to address District related items as noted on the Agenda. At such time, the Board is so authorized and may consider any business that may properly come before it.

A copy of the agenda may be obtained at the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (561) 630-4922, during normal business hours, or by visiting the District's website at www.avemariastewardshipcd.org seven (7) days prior to the meeting date.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone or other communications media technology.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager's office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of 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 such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org

PUBLISH: COLLIER COUNTY WEBSITE - BEGINNING AT MIDNIGHT ON MON, AUG 24, 2026 & EXPIRING AT MIDNIGHT ON TUES., AUG 25, 2026

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
AUGUST 4, 2025
6:00 p.m.**

**Grand Hall at Del Webb
6008 Del Webb Way
Ave Maria, Florida 34142**

**TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/84779450200>
MEETING ID: 847 7945 0200 DIAL IN AT: 1-929-436-2866**

A. CALL TO ORDER

The August 4, 2026, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 6:03 p.m. at Grand Hall at Del Webb located at 6008 Del Webb Way, Ave Maria, Florida 34142.

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

Father Vidal led the meeting in prayer.

D. PROOF OF PUBLICATION

Proof of publication was presented indicating that notice of the Regular Board Meeting had been published on the publicly accessible website <https://notices.collierclerk.com>, as designated by Collier County on July 15, 2026 until July 22, 2026, as legally required.

E. ESTABLISH A QUORUM

A quorum was established with the following Board of Supervisors:

Seat No. 1: Supervisor	Nick Casalanguida	Present
Seat No. 2: Supervisor	Naomi Robertson	Present via Zoom
Seat No. 3: Supervisor	Robb Klucik	Present
Seat No. 4: Chairman	Jay Roth	Present
Seat No. 5: Vice Chairman	Tom DiFlorio	Present

District Staff in attendance were:

District Manager	Allyson Holland	Special District Services, Inc.
District Manager	Todd Wodraska and Michael McElligott (via Zoom)	Special District Services, Inc.
General Counsel	Alyssa Willson	Kutak Rock, LLP
District Engineer	Ted Tryka	LJA Engineering, Inc.
Owner Representative	David Genson (via Zoom)	Barron Collier Companies

Also present were the following:

Donny Diaz, Liesa Priddy, and approximately 30 members of the public. There were also approximately 15 people present via Zoom, including Russ Weyer.

F. ADDITIONS OR DELETIONS TO AGENDA

No additions or deletions to the agenda.

G. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS

[Recording time: 4:56 – 13:56]

Note Mr. Casalanguida arrived to the meeting just before public comment at recording time 5:25.

Mr. Tony Tozzi, a resident of Ave Maria, commented on the Board Seat Turnover item. He stated that the population based methodology would address the third and fourth seats, but felt that other thresholds should be considered like the 25-year anniversary of when the statute was adopted in 2029. He stated that residents deserve a third board member. He provided a memo for the supervisors and staff. Mr. Klucik commended Mr. Tozzi for his comments.

Mr. Greg Colker, a resident of Ave Maria, stated that the current legislation is flawed and the residents were promised a third board member seat turnover halfway through buildout. He believes that should be upheld and stick to that principle as the methodology may change.

Mr. Klucik asked Mr. Tozzi's memo be entered into the minutes. He echoed Mr. Colker's principle of the 50% turnover for the third seat and that 60% doesn't make sense. He asked for other Board members thoughts. Mr. Casalanguida stated that this is an agenda item and should be discussed during that item.

H. APPROVAL OF MINUTES

1. July 7, 2026, Regular Board Meeting

[Recording time: 14:00 – 14:22]

The minutes of July 7, 2026, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Casalanguida and passed unanimously approving the minutes of the July 7, 2026, Regular Board Meeting, as presented.

Mr. Roth then recessed the Regular Board Meeting and opened the Public Hearing.

I. PUBLIC HEARING – FISCAL YEAR 2026/2027 FINAL BUDGET

1. Proof of Publication

[Recording time: 14:40 – 14:45]

Proof of publication was presented indicating that notice of the Public Hearing had been published on the publicly accessible website <https://notices.collierclerk.com>, as designated by Collier County on July 15, 2026 until July 22, 2026, as legally required.

2. Receive Public Comments on Fiscal Year 2026/2027 Final Budget and Assessments

[Recording time: 14:46 – 36:45]

Ms. Holland stated that there were two public speakers, with the first being Mr. Mark Snyder. Ms. Holland informed the Board that she received a letter [via email] from the Ave Maria Catholic Academy's attorney

requesting exemption from the assessment, a copy of which is included on page 18 of the meeting book. Mr. Snyder introduced himself as the principal of the Ave Maria Catholic Academy and he read the aforementioned letter into the record regarding the school's request for exemption from the assessment.

Mr. Klucik thanked Mr. Snyder and stated that the Board has legal authority to exempt the private school this year. He stated that he would like to exempt the school this year and reduce the legislative budget line item for the same amount of the assessment. Mr. Roth stated that the current item is public comment, not Board comments and that this is not on the agenda; he asked legal counsel to respond. Ms. Willson confirmed that the Board can choose to discuss public comments during the hearing and acknowledged speaking with Mr. Klucik and the District Manager about this topic earlier in the day. She confirmed that pursuant to legal review, it appears public schools are exempt under Florida statutory provisions from special assessments except in certain circumstances as they are treated differently than private schools. She stated that Florida statutory provisions leaves private school's exemption at the discretion of the Board.

Mr. Klucik made a motion to adopt a resolution to remove the private school from the assessment this year and modify the methodology, and modify the legislation line item in the budget to reduce it by the same amount as the assessment. Ms. Willson clarified that the Board can grant a one-year exemption without modifying the current methodology, and reduce line item A-006 in the budget by the same amount as the assessment amount. Mr. DiFlorio seconded the motion as clarified by Ms. Willson. Discussion ensued among the Board. Mr. DiFlorio stated that the school is part of the parish and he questioned the methodology used for the school's assessment. Mr. Casalanguida stated that he supported the exemption this year. Ms. Robertson agreed to the one time exemption, and stated that this gives staff time to adjust the methodology.

The Board unanimously approved Mr. Klucik's **motion** to grant the Ave Maria Catholic Academy a one-time exemption to the District's Operation and Maintenance Assessment, modify the budget line item A-006 by the assessment amount, and directed staff to look into the methodology.

Ms. Holland noted for the record that the assessment methodology is based upon the buildout budget, and if the private school was removed from the methodology, that amount would be distributed among the other land use categories. She noted that this may result in an increase in the assessment for the single family homes and emphasized that residents were informed previously that fiscal year 2026-2027 was supposed to be the final increase to the assessment. Ms. Willson added that a one-time exemption does not set a precedence for future years.

Mr. Greg Colker was the final public speaker. He voiced his full support of the exemption but stated for the record that his children do not attend the private school. He commented on the legislative line item, and stated that he believed this would tax residents to pay attorneys who don't live in Ave Maria and that residents shouldn't have to pay for attorneys.

3. Consider Resolution No. 2026-17 – Adopting a Fiscal Year 2026/2027 Final Budget Appropriation Resolution

[Recording time: 37:00 – 38:46]

Ms. Willson presented Resolution No. 2026-17, entitled:

RESOLUTION 2026-17 [FY 2026/2027 APPROPRIATION RESOLUTION]

**THE ANNUAL APPROPRIATION RESOLUTION OF THE AVE MARIA
STEWARDSHIP COMMUNITY DISTRICT ("DISTRICT") RELATING
TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE**

**BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026,
AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET
AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

Ms. Willson presented the Resolution and confirmed that the Board could consider the Resolution with the updated budget previously discussed. Mr. McElligott clarified that the assessment for the private school includes the gross up, so the actual difference will be approximately 7.5% less than the number included in the budget. He explained that a portion of the assessment is operating and maintenance, and a portion is the reserves. Mr. McElligott confirmed he will revise the assessment amount and the legislative line item in accordance with Board direction for inclusion into the final budget.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2026-17 – Adopting a Fiscal Year 2026/2027 Final Budget Appropriation Resolution, as presented.

4. Consider Resolution No. 2026-18 – Adopting an Annual Assessment Resolution for Fiscal Year 2026/2027

[Recording time: 38:50 – 41:20]

Ms. Holland presented Resolution No. 2026-18, entitled:

**RESOLUTION NO. 2026-18
[FY 2026-2027 ASSESSMENT RESOLUTION]**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT PROVIDING FOR FUNDING FOR THE FY 2026-2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Ms. Willson confirmed that the assessment resolution would include the amended exhibits as previously directed by the Board [exempting the private school from the assessment for fiscal year 2026/2027]. Mr. McElligott reviewed the actual numbers that will be removed from revenue and expenditures in the budget pursuant to the Board's direction regarding the private school assessment and legislative line item. Mr. Roth asked for any discussion regarding the assessment resolution and there were no comments.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2026-18 – Adopting an Annual Assessment Resolution for Fiscal Year 2026/2027, as presented.

5. Consider Resolution No. 2026-19 – Adopting a Fiscal Year 2026/2027 Master Irrigation Utility System Budget

[Recording time: 41:22 – 41:55]

Ms. Holland presented Resolution No. 2026-19, entitled:

RESOLUTION NO. 2026-19

**A RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT ADOPTING A FINAL FISCAL YEAR 2026/2027 BUDGET FOR
THE MASTER IRRIGATION UTILITY SYSTEM**

Ms. Holland explained that there were no changes since the proposed budget to the final master irrigation utility system budget and the Board had no questions.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2026-19 – Adopting a Fiscal Year 2026/2027 Master Irrigation Utility System Budget, as presented.

6. Consider Approval of Fiscal Year 2026/2027 Developer Funding Agreement

[Recording time: 41:57 – 43:15]

Mr. Roth asked if the Developer Funding Agreement was the same as prior years and Ms. Willson responded that it had not changed since presented with the proposed budget.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously approving Fiscal Year 2026/2027 Developer Funding Agreement.

Mr. Roth then closed the Public Hearing and reconvened the Regular Board Meeting.

J. OLD BUSINESS

1. AMSCD Projects Update

[Recording time: 43:33 – 45:53]

Ms. Holland presented this item and explained that the updates to the projects were included in the meeting book. She noted that she added the new projects to the list with updates. She explained that last week, she received an email from Collier County with an update on the partnership between the District and Collier County. The County Manager hopes to bring the lighting district before the Collier County Board of County Commissioners this month for County staff direction. The County-owned property will require an agreement with terms and conditions including a reverter that Real Property would have to draft. She stated that the County is checking to see if the parcel received impact fee credits when it was provided to the County. Ms. Holland stated that for the lights on Oil Well Road, the County direction will be to modify the lighting district boundaries with further direction that at such time that the boundaries are modified, the District would bring back a rescission of the existing interlocal agreement and the County would accept the maintenance of the street lights. The County informed Ms. Holland that the expansion of the lighting district boundary has to occur before December 31, 2026 to hit the tax roll for next year. Ms. Holland also mentioned that the proposed rate changes for Peninsula Engineering and the Arthrex berm update would be presented in September.

Mr. Casalanguida responded that the County parcel did receive impact fee credits and suggested that it would still remain a government building so those credits could still be used, or another option is a 99-year land lease, so both options would be considered.

2. Update on Board Seat Turnover Analysis, Process and Timeline

[Recording time: 45:54 – 1:09:20]

Mr. Tryka presented and explained that the only change made was a definitive turnover for the 5th seat notated with the asterisk, which represents the actual home sales. Ms. Willson stated that the catch-all threshold that Mr. Tryka added is included in certain other stewardship districts. Mr. Klucik suggested that Mr. Tozzi and

others interested in this issue start working on what they want to present to legislators at the Delegation meeting where residents can express their concerns and desires. Mr. Klucik stated that the residents can let the legislators know what they want, and not allow the Board to be the only voice. Mr. Klucik stated that the Board is favored toward the land owner representatives, who is primarily the developer. Mr. Roth responded that the Board is doing what's best for the District. Discussion ensued among the Board regarding the representation of the Board. Mr. Klucik urged residents to attend the legislative delegation meeting. Ms. Priddy stated that the legislative delegation meeting is anticipated to be held on December 7th or 8th at the County Government Center. Mr. Roth explained the legislative process as it relates to the District.

Mr. Casalanguida provided a chronological recap of the District's proceedings, outlining Board direction to staff, and stated that the Board mostly agreed to move forward with the equal increment population methodology for board seat turnover. He went on to explain the landowner's vested interest in the community. He encouraged residents to reach out to him at any time. Mr. Casalanguida made a motion to move forward with the equal increment population method. Mr. Klucik informed Mr. Casalanguida that this is not an item for action. Mr. Casalanguida amended his motion directing staff to bring this back as an agenda item, seconded by Mr. DiFlorio for discussion.

Mr. Klucik stated that the law is going to change because it must change. He reiterated what said earlier about residents petitioning the legislators and that the residents don't have a majority vote. He stated that the landowner wants to maintain control. Discussion ensued among the Board. Mr. Klucik stated that there is no urgency to rush this item because the 3rd seat is years away. Mr. Roth stated that he would like to keep moving forward. Mr. Casalanguida confirmed that the Board and community need to agree before going to the legislature. After further discussion, Mr. Casalanguida withdrew his motion, tabled this item, and acknowledged that the opportunity for the 2027 legislation will be missed.

K. NEW BUSINESS

1. Consider Resolution No. 2026-20 – Adopting a Fiscal Year 2025/2026 Meeting Schedule

[Recording time: 1:09:22 – 1:16:09]

Ms. Holland presented Resolution No. 2026-20, entitled:

RESOLUTION NO. 2026-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2026/2027 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

Ms. Holland presented this item and explained she prepared the Board's schedule of meetings to be held on the first Tuesday of each month in the Ave Maria Master Association Building. She explained that in the past, meetings were typically held at 9:00 a.m., but two years ago the meeting time was adjusted to 4:00 p.m. to accommodate current Supervisors' schedules, with the exception of the anticipated final budget hearing held at 6:00 p.m. The proposed twelve-month schedule of meeting dates for Fiscal Year 2026/2027 is found on page 79 of the meeting book.

Ms. Holland requested Board discussion to consider moving the meeting time back to 9 a.m. on any other day besides Tuesday because that doesn't work for Ms. Robertson. Mr. Klucik stated that he preferred 4 p.m. meetings as it accommodates more resident attendance. Ms. Holland explained her

rationale for requesting discussion to move the meetings back to 9 a.m. Discussion ensued among the Board, but ultimately it was agreed to keep the current schedule with the 4 p.m. meetings.

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio and passed unanimously adopting Resolution 2026-20 – Adopting a Fiscal Year 2026/2027 Meeting Schedule, as presented.

2. Consider Approval of Sixth Amendment with Davey Tree Expert Company for Landscape and Irrigation Maintenance Services

[Recording time: 1:16:10 – 1:18:52]

Ms. Holland presented this item. She explained that at the September 12, 2023 Regular Board Meeting, the Board of Supervisors adopted Landscape and Maintenance Services Contract to Davey Tree Expert Company (Davey Tree). The Board unanimously approved five subsequent amendments which include two additional annual extensions, adding landscape and irrigation maintenance on Peek Way, Ave Maria Boulevard extension (Anthem Parkway Phase 5A1), Anthem Parkway Phase 5A2, Arthrex Commerce Park Berm, Oil Well Road Berm Enhancements, and Anthem Parkway Phase 5B. Staff has been pleased with Davey's work over the past year, which includes the additional property. Staff is closely monitoring Davey's upkeep of the property including the additional areas. Staff recommends extending the agreement with Davey Tree for another year commencing October 1, 2026, and ending September 30, 2027. Staff believes Davey Tree will continue to provide continuity of service in all facets of landscape and irrigation maintenance to ensure the community's expectations of service levels are maintained.

Ms. Holland explained that the FY 2026/2027 budget for landscape and irrigation aligns with the cost of third extension to the agreement, plus the cost anticipated for the Arthrex Commerce Park Phase 3 project [which will be District maintenance once completed], for a total of \$1.2M. An amendment for the Arthrex Commerce Park Phase 3 landscape and irrigation maintenance will be brought before the Board next calendar year.

Ms. Holland stated the total cost of the sixth amendment to Davey is \$1,011,320.51 which is below the budgeted line item and allows for the addition of additional property once it is turned over. Ms. Holland noted that this is the third extension to the agreement, which allows for four total extensions. Ms. Holland recognized that staff needed to start preparing a request for proposals (RFP) for future landscape and irrigation maintenance, and noted that preparation would take quite a bit of time.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Casalanguida and passed unanimously approving the Sixth Amendment to the Agreement between the District and Davey Tree Expert Company for Landscape and Irrigation Maintenance Services, as presented.

3. Consider Approval of Renewal to Audit with Grau & Associates

[Recording time: 1:18:53 – 1:20:02]

Ms. Holland presented this item. She explained that Grau & Associates has been completing the District's audit since 2023. The initial engagement letter, included in the meeting book, includes Grau & Associates services for fiscal years ending September 30, 2023, 2024, and 2025 with an option for two additional one-year renewals (2026 and 2027). Staff recommended the Board of Supervisors authorize staff to renew the agreement for one additional year to prepare the audit for the District for fiscal year ending 2026. She explained that should the Board approve the one-year renewal, staff would request an engagement letter from Grau & Associates for a fee not to exceed \$18,900, in accordance with the terms of the initial engagement letter.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously approving the first renewal with Grau & Associates for Audit Services, as presented.

4. Consider Approval of Temporary License Agreement with Publix for Dumpster Storage on District Property

[Recording time: 1:20:04 – 1:35:07]

Ms. Holland presented this item. She explained that Publix Super Markets, Inc. (Publix) is preparing to begin the remodel of the commercial space formerly occupied by Mercato at Ave on Pope John Paul II Blvd for the new Publix Liquor Store. Publix requested to place the construction dumpster in two angled parking spaces on Pope John Paul II Blvd for approximately 90 days. The two parking spaces are located directly in front of the future Publix Liquor store. She noted that District staff reviewed alternative locations for the dumpster, but the angled parking spaces are the most feasible location based on accessing the dumpster from the roadway. Ms. Holland explained that District legal counsel prepared a License Agreement with Publix for the construction dumpster storage on District property. She explained that if the Board approved the License Agreement, staff would work with Publix to ensure that the asphalt is protected by requiring wood planks or two-by-fours be placed under the dumpster and that Publix would also be responsible for replacing the asphalt if it is damaged.

Mr. Klucik stated that the dumpster is an inconvenience because that parking area is always full and suggested they used the plaza area instead. Ms. Holland stated that she would rather not have the roll-off truck drive over the District's curb. Mr. Tryka explained that staff discussed various options including the handicap spaces in the existing Publix parking spaces. A lengthy discussion ensued among the Board. Mr. Casalanguida requested staff's recommendation. Mr. Tryka stated that out of practicality and development of the community, the construction dumpster is part of construction and recommends the proposed location. The Board discussed and agreed that Publix should also install signage to make pedestrians aware of the construction dumpster.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously approving the Temporary License Agreement with Publix for Dumpster Storage on District Property, with the requirement that Publix install signage to make pedestrians aware of the dumpster.

5. Discussion Regarding Ave Maria Having its own Zip Code

[Recording time: 1:35:08 – 1:38:04]

Mr. DiFlorio recognized that the zip code discussion had been brought up in the past and that he recommended bringing this before the Civic Association to pursue. He explained the research he's done so far. Mr. DiFlorio plans to bring this before the Civic Association at their next meeting. Ms. Holland added that she contacted the post office in Tampa who provided direction regarding a new zip code in the past, and they assured her that the process had changed. Ms. Holland contacted the local post office and the post master confirmed that if Ave Maria wanted to pursue a new zip code, they would need to contact a congressman to initiate the process. She added that she spoke with Roy Leonardson, an Ave Maria resident who works in Washington DC, and he verbally committed to assist with the zip code request as well.

L. ADMINISTRATIVE MATTERS

1. Legal Report

Ms. Willson had nothing further to report but indicated that she was available for questions.

2. Engineer Report

Mr. Tryka had nothing further to report but indicated that he was available for questions.

3. Manager's Report
a. Financials

[Recording time: 1:35:15 – 1:38:22]

Ms. Holland indicated that the financials were included in the meeting book, and we were still tracking well so far through the end of June. She also stated that she was excited for the new Ave Maria Elementary School to open on August 11, 2026 and complimented the ribbon cutting ceremony last week.

M. FINAL PUBLIC COMMENTS

[Recording time: 1:38:25 – 1:42:30]

Mr. Tony Tozzi thanked Mr. Klucik for mentioning the delegation meeting and stated that he will present his plan to the legislative delegation at that meeting in December, representing the residents. He would like to see the third seat turned over in November 2029

Mr. Colker provided his final comments regarding the timing of the Board seat turnover.

N. BOARD MEMBER COMMENTS

[Recording time: 1:42:33 – 1:48:20]

Mr. DiFlorio explained that there are five or six residents in Avalon Park who have been paying for common area irrigation. He said that this has been happening for over nine years and he was hoping Mr. Genson or Ms. Robertson would spearhead this and get the residents some answers. Ms. Roberston stated that this is the first she's heard about this issue and she'd like to learn more about what is going on. Ms. Holland confirmed that she will update both Ms. Robertson and Mr. Genson on the situation. Mr. DiFlorio also read an email from a resident recognizing Ms. Holland.

Mr. Casalanguida apologized to the residents for the friction among Board members and defended the integrity of the landowner and stated that he will defend them if they get misrepresented. He offered his time to any resident.

A resident asked if all meetings were like the meeting today and stated that she is very disappointed.

Mr. Klucik thanked his colleagues for supporting the break they are giving the Ave Maria Catholic Academy. He stated that he is running unopposed for the election in November, so he will be here for another four years.

Mr. Roth thanked residents for their participation and feedback.

O. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 7:48 p.m. by a motion from Mr. Casalanguida, seconded by Mr. DiFlorio, and was unanimously approved.

Secretary/Assistant Secretary

Chair/Vice-Chairman

To: AMSD Board of Supervisors **Date: August 4, 2026**
From: Anthony Tozzi, 6415 Rushmore Road, Ave Maria FL 34142
Contact: 609-954-6761 or tonytozzi@comcast.net
Re: AMSD Board of Supervisor Elections

I don't support this budget. Expenses are excessive and the increase in O&M assessments is too high. But this memo is not intended to seek any change to the budget or the resultant O&M assessment. Instead, I write because the existing Ave Maria statute does not afford the residents any meaningful opportunity to have input on the budget or to effect any changes in the budget.

The existing statute provides the Ave Maria Developer with the power to appoint three of the five Board of Supervisors. Residents have no ability to elect those three Board Supervisors and cannot vote them out of office if they disapprove of their performance. As such, those three Supervisors are not accountable to the residents but are only accountable to the Ave Maria Developer in order to retain their seat on the Board. Consequently, this budget and the O&M assessment increase will be approved at the August 4, 2026 meeting. Neither the residents nor the two resident elected Board members have the power to do anything about it.

I believe this further illustrates the inherent problems with the current Ave Maria statute that I and other residents have brought to the attention of this Board in recent months. As I have pointed out to the Board at previous meetings, I maintain there are three significant flaws and/or shortcomings with the existing Ave Maria statute:

1. A very serious flaw in that the Urban Area formula will never reach the 70 and 90% thresholds needed for residents to ever elect the 4th and 5th Board of Supervisor members.
2. It will take another 8-10 years or more for the residents to be able to elect the 3rd Board member seat that will give the residents majority representation on the Board

3. The Notice requirements for Landowner Elections are deficient and do not provide adequate notice or opportunity for residents to participate in such elections.

I, as well as several other residents, have presented this Board with workable suggestions on how to resolve the problems with the statute. So, I commend the Board for acknowledging these problems and for moving ahead with a plan that will resolve the statutory flaw that did not allow residents to elect a 4th and 5th Board Supervisor. The plan the majority of Board Supervisors appear to favor is a population-based election format. While that plan solves the major flaw in the current statute, it does not resolve all of the statutory shortcomings. That is why I urge the Board to include the following two provisions in whatever election methodology it ultimately recommends to the Florida legislature. I believe these two provisions will best serve the interests of the residents of Ave Maria.

1. The legislative amendments should include a default provision whereby the residents will be able to elect the 3rd Board Supervisor at the November 2029 general election, whether or not the threshold for electing the 3rd Board Supervisor under the population based or any other methodology has been met.

The most fundamental principle of American democracy is representation by the people whereby the individuals who will govern any particular jurisdiction are elected by the residents of that jurisdiction. That is currently not the case for Ave Maria. Under the current statute, residents only have the ability to elect two of the five Board Supervisors. The other three Board Supervisors are elected by the Ave Maria Developer at a Landowner Meeting that is separate from the annual November General Election. As such, the Developer has effective control of the Board of Supervisors and the actions it takes for the community. While the existing Statute will eventually give residents the ability to elect a 3rd Board Supervisor, which would then shift majority control of the Board to resident elected members, the timing for that option under the current statute is 8-10 years

away. The proposed population-based amendments to the statute project that it will be 6-10 years before residents will be able to elect the 3rd Board Supervisor. Neither timeline is acceptable, as it is too long a time for residents to wait to be able to elect a majority of the Board Supervisors. The above referenced November 2029 default provision will fix that inequity. By that date the Developer will have had the ability to elect a majority of the Board of Supervisors for 25 years since the Ave Maria statute was enacted. After 25 years, that power should shift to the residents, who deserve to determine how Ave Maria is governed by electing a majority of the Board Supervisors.

2. All Board of Supervisors (including those elected under Landowner Elections) must reside in Ave Maria as their primary residence.

Another fundamental principle of American democracy is for the people's representatives to be a resident of the jurisdiction they serve. It is essential that your representative have a vested stake in the actions it will take and will be personally affected by any actions it approves. That is currently not a requirement under the Ave Maria statute for Supervisors elected under Landowner Elections, which results in 3 of the 5 Board members residing outside of Ave Maria. It is inherently undemocratic for 3 Supervisors, who reside outside the District and are not elected by its residents, to have the power to dictate what is best for the 5,800 households and 16,000 residents of Ave Maria. This needs to change.

**Special Public Meeting of the Evaluation Committee of the
Ave Maria Stewardship Community District
Friday, August 21, 2026, 10:00 AM
1395 Panther Lane, Suite 100, Conference Room
Naples, Florida 34109**

Request for Qualifications for Assessment Methodology Consulting Services

In attendance: Allyson Holland, Ted Tryka, Jay Roth
No members of the public or proposers were in attendance.

The evaluation committee reviewed and discussed the two (2) submitted proposals in response to the RFQ for Assessment Methodology Consulting Services in accordance with the evaluation criteria. The following firms submitted proposals:

1. Real Estate Econometrics, Inc.
2. Willdan Financial Services

It was concluded that both firms submitted the proper paperwork and were qualified to perform Assessment Methodology Consulting Services. Using the evaluation criteria included with the RFQ, the evaluation committee ranked Real Estate Econometrics, Inc. (97 points) higher Willdan Financial Services (92 points). Ted Tryka, District Engineer, will prepare a memorandum with the evaluation committee's recommendation for Board review and consideration. The meeting adjourned at 11:21 am.

Allyson Holland, P.E.
District Manager

Project Name and Date Appeared on List	Start Date	End Date	% Complete	Est. Cost	Cost Under Contract (to-date) *denotes approximate cost	Funding Source	EOR/Vendor	Responsible Party	Comments
Anthem Parkway Ph 5A (North Park to Avalon) 6/7/2022	Q2 2023	Anthem Parkway Roadway: Q3 2026 IPS #4: Q4 2026	100% Design 90% Construction	\$10,264,854	*\$13,100,000	2023 & 2025 Bonds	Daniel Hartley	Allyson Holland (District)	Roadway construction is complete. Phase 5A Sidewalk Addition in progress. IPS4: Irrigation pump station installation and site work complete. Concrete driveway to be installed with building construction. Recharge well construction in progress and nearing completion. Building design for irrigation pump station housing nearing completion; 90% drawings sent out for owner/team review and working through revisions.
Anthem Parkway Ph 5B (Includes roundabout at PJPII) 6/7/2022	Q1 2025	Q3 2026	100% Design 95% Construction	\$8,394,852	*\$9,609,525	2023 & 2025 Bonds	Daniel Hartley	Allyson Holland (District)	Roadway construction is complete with the exception of the connection to Madison St.* *Connection at Madison St. (Emerson Park) has been approved as a separate phase of construction and will not be completed at this time. Emerson Park has not agreed to allow the connection at this time.
Athrex Commerce Park Phase 3 12/26/2024	6/1/2025	3/1/2027	Mass Grading/Excavation - 99% Construction Roadway/Infrastructure 0% complete	TBD	\$11,031,153	2025 Bonds Anticipated 2027 Bonds	David Hurst	AMD and District	Mass grading project is 99% complete. Roadway construction plans are approved and plat is recorded. Construction contracts are awarded and shop drawings are in production.
District Website Update 1/23/2025	1/23/2025	12/30/2026	30%	TBD	TBD	N/A	GSMA	Allyson Holland	Updates to website continue.
Crosswalk Analysis/Intersection Improvements 8/27/2025	6/1/2025	9/30/2026	100% Analysis 60% Construction	\$100,000	\$61,618	FY 25/26 O&M Budget	TBD	Allyson Holland (District)	Striping, signage, and landscape improvements are complete. Staff recommends proceeding with design and constuction of RRFBs at Bellera. District Engineer will design & permit if Board agrees to move forward.
Ave Maria Blvd Entry Feature Design Alternatives 1/23/2026	10/14/2025	9/30/2026	90%	N/A	\$15,000 Design Alternatives \$30,453.54 Letter Replacement & Pressure Wash/Seal	FY 25/26 O&M Budget	OPI	Allyson Holland (District)	Blue AVE MARIA lettering was installed in August. The faux rock was pressure washed and sealed prior to letter replacement. Fountain will be removed/renovated next FY. Staff is waiting on pricing.
Collier County Partnership 3/30/2026	3/3/2026	12/1/2026	50%	TBD	TBD	TBD	LJA	Allyson Holland (District)	County will begin ownership & maintenance of Oil Well Road street lights on Oct 1, 2026; a new lighting district will not be created at this time. BOCC will terminate maintenance agreement effective 10/1. County-owned parcel will be presented to the BOCC later this year authorizing staff to move forward with preparing an agreement to deed the property to the District.
Board Seat Turnover Analysis 3/30/2026	3/3/2026	12/1/2026	75%	TBD	TBD	TBD	LJA	Allyson Holland (District)	On hold
Golf Cart Ordinance Update 7/29/2026	7/6/2026	7/1/2027	0%	TBD	\$20,500 Traffic Study	FY 25/26 O&M Budget	TCS	Allyson Holland (District)	Agreement with TCS for updated traffic study on 9/1 agenda. Staff submitted pre-application meeting request with Collier County; waiting to hear back.
Athrex Berm Update 7/29/2026	7/6/2026	12/1/2026	25%	TBD	TBD	TBD	AMD	Allyson Holland (District)	Berm update on 9/1 agenda.

**AMENDMENT TO AGREEMENT BETWEEN THE AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT AND PENINSULA IMPROVEMENT CORPORATION
D/B/A PENINSULA ENGINEERING FOR PROJECT ENGINEERING SERVICES**

THIS AMENDMENT (the “Amendment”) is made and entered into this ____ day of _____, 2026, by and between:

Ave Maria Stewardship Community District, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, as amended, and located in Collier County, Florida, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

Peninsula Improvement Corporation d/b/a Peninsula Engineering, a Florida corporation, with a mailing address of 2600 Golden Gate Parkway, Naples, Florida 34105 (the “Consultant”, and together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by Chapter 2004-461, Laws of Florida, as amended; and

WHEREAS, the District and Consultant previously entered into that certain *Agreement between Ave Maria Stewardship Community District and Peninsula Improvement Corporation d/b/a Peninsula Engineering for Project Engineering Services* dated April 2, 2024 (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement in order to revise the rate schedule attached to the Agreement as Schedule A; and

WHEREAS, each of the Parties hereto has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each Party hereto.

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

SECTION 1. The recitals stated above are true and correct and are incorporated by reference as a material part of this Amendment.

SECTION 2. The Agreement is hereby amended as follows:

- A.** The rate schedule attached to the Agreement as Schedule A is replaced in entirety with the revised rate schedule attached to this Amendment as **Exhibit A**

- B.** Consultant will provide a three percent (3%) fee reduction on all invoices to the District for services rendered by the Consultant. Such reduction shall not apply to direct expenses or sub-consultant costs.

SECTION 3. All remaining terms and conditions of the Agreement are hereby adopted, reaffirmed and incorporated as if restated herein.

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

Attest:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Attest:

**PENINSULA IMPROVEMENT
CORPORATION D/B/A PENINSULA
ENGINEERING**

Witness

By: _____
Its: _____

Exhibit A: Revised Rate Schedule

EXHIBIT A

Revised Rate Schedule

PENINSULA ENGINEERING

BILLING RATE SCHEDULE

(Updated 4/01/2025)

CLASSIFICATION	RATE	CLASSIFICATION	RATE
<u>ENGINEERING</u>		<u>SURVEY</u>	
SR. PRINCIPAL	\$350	SURVEY MANAGER	\$215
PRINCIPAL	\$320	SR. SURVEY TECHNICIAN	\$150
SR. PROJECT MANAGER IV	\$290	SURVEY TECHNICIAN II	\$135
SR. PROJECT MANAGER III	\$250	SURVEY TECHNICIAN I	\$105
SR. PROJECT MANAGER II	\$225	3-PERSON CREW	\$220
SR. PROJECT MANAGER I	\$210	2-PERSON CREW	\$185
PROJECT MANAGER IV	\$195	1-PERSON CREW	\$150
PROJECT MANAGER III	\$185		
PROJECT MANAGER II	\$175	<u>PLANNING & ZONING</u>	
PROJECT MANAGER I	\$165	PLANNING MANAGER	\$195
PROJECT ENGINEER IV	\$155	SR. PLANNER	\$150
PROJECT ENGINEER III	\$145	PROJECT PLANNER I	\$125
PROJECT ENGINEER II	\$135	SR. PLANNING TECHNICIAN	\$125
PROJECT ENGINEER I	\$125	PLANNING TECHNICIAN	\$105
SR. DESIGNER	\$215		
DESIGNER II	\$175	<u>ENVIRONMENTAL</u>	
DESIGNER I	\$165	ECOLOGIST	\$150
SR. CAD TECHNICIAN II	\$150		
SR. CAD TECHNICIAN I	\$140	<u>ADMINISTRATIVE</u>	
CAD TECHNICIAN III	\$130	ADMIN II	\$80
CAD TECHNICIAN II	\$120	ADMIN I	\$70
CAD TECHNICIAN I	\$110		
PERMIT COORDINATOR	\$105	<u>OTHER EXPENSES</u>	
SR. ENGINEERING INSPECTOR	\$135	SUB-CONSULTANTS	COST + 10%
ENGINEERING INSPECTOR II	\$115	DIRECT EXPENSES	COST + 10%
ENGINEERING INSPECTOR I	\$90		
<u>LANDSCAPE ARCHITECTURE</u>			
SR. LANDSCAPE ARCHITECT	\$195		
LANDSCAPE ARCHITECT II	\$135		
LANDSCAPE ARCHITECT I	\$105		

PENINSULA ENGINEERING

BILLING RATE SCHEDULE

(Updated 1/01/2024)

CLASSIFICATION	RATE	CLASSIFICATION	RATE
<u>ENGINEERING</u>		<u>SURVEY</u>	
PRINCIPAL	\$290	SURVEY MANAGER	\$205
SR. PROJECT MANAGER III	\$250	SR. SURVEY TECHNICIAN	\$150
SR. PROJECT MANAGER II	\$225	SURVEY TECHNICIAN II	\$130
SR. PROJECT MANAGER I	\$210	SURVEY TECHNICIAN I	\$100
PROJECT MANAGER IV	\$185	3-PERSON CREW	\$210
PROJECT MANAGER III	\$175	2-PERSON CREW	\$170
PROJECT MANAGER II	\$165	1-PERSON CREW	\$130
PROJECT MANAGER I	\$155		
PROJECT ENGINEER IV	\$150	<u>PLANNING & ZONING</u>	
PROJECT ENGINEER III	\$140	PLANNING MANAGER	\$195
PROJECT ENGINEER II	\$130	SR. PLANNER	\$150
PROJECT ENGINEER I	\$120	PROJECT PLANNER I	\$125
SR. DESIGNER	\$165	SR. PLANNING TECHNICIAN	\$125
SR. CAD TECHNICIAN II	\$140	PLANNING TECHNICIAN	\$105
SR. CAD TECHNICIAN I	\$130		
CAD TECHNICIAN II	\$115	<u>ENVIRONMENTAL</u>	
CAD TECHNICIAN I	\$105	ECOLOGIST	\$150
PERMIT COORDINATOR	\$105		
SR. ENGINEERING INSPECTOR	\$135	<u>ADMINISTRATIVE</u>	
ENGINEERING INSPECTOR II	\$115	ADMIN II	\$80
ENGINEERING INSPECTOR I	\$90	ADMIN I	\$70
<u>LANDSCAPE ARCHITECTURE</u>		<u>OTHER EXPENSES</u>	
SR. LANDSCAPE ARCHITECT	\$195	SUB-CONSULTANTS	COST + 10%
LANDSCAPE ARCHITECT II	\$135	DIRECT EXPENSES	COST + 10%
LANDSCAPE ARCHITECT I	\$105		

BY ACCEPTING THIS RATE SCHEDULE, CLIENT AGREES TO THE FOLLOWING:

- 1) PE RESERVES THE RIGHT TO MODIFY THE RATE SCHEDULE, OR MODIFY AN EMPLOYEE'S RATE CATEGORY ASSIGNMENT, ONE TIME PER YEAR DURING THE LIFE OF THE CONTRACT.



Engineering Firm Number: 31200

Surveying Firm license: LB8569

Collier County:

7400 Trail Boulevard, Suite 200

Naples, FL 34108

P: 239.597.3111

F: 239.566.2203

MEMORANDUM

Date: September 1, 2026
Project: Ave Maria Stewardship Community District
Assessment Methodology Consulting Services
Subject: Selection Committee Meeting
From: Edward "Ted" F. Tryka III, P.E., District Engineer
To: Allyson Holland, P.E., District Manager

A meeting of the AMSCD selection committee, consisting of members Allyson Holland, Supervisor Roth, and Ted Tryka, was held on August 21, 2026, to review and qualify the responses which were submitted. The following two (2) companies responded:

Real Estate Econometrics, Inc.
Willdan Financial Services

The responses were reviewed independently by each committee prior to the meeting. During the meeting, the committee discussed each of the submittals and firms in detail. The committee then evaluated each of the responses based upon the five scoring categories:

- 1) Ability and Adequacy of Professional Personnel
- 2) Consultant's Experience, Past Performance, and References
- 3) Project Management and Capacity
- 4) Geographic Location
- 5) Recent, Current, and Projected Workloads

After discussion, the committee arrived at a consensus scoring for each company. The results are as follows:

- | | |
|-----------------------------------|-----------|
| 1) Real Estate Econometrics, Inc. | 97 Points |
| 2) Willdan Financial Services | 92 Points |

The bid scoring results sheet is attached for reference.

The selection committee recommends that the Board of Supervisors accept the rankings as presented and the District begin contract negotiations with the highest ranked firm, Real Estate Econometrics, Inc.

AMSCD Assessment Methodology Consulting Services Evaluation Committee			
21-Aug-26			
	Points	Real Estate Econometrics, Inc.	Willdan Financial Services
Ability and Adequacy of Professional Personnel	30	29	29
Consultant's Experience, Past Performance, and References	30	29	28
Project Management and Capacity	30	29	29
Geographic Location	5	5	3
Recent, Current, and Projected Workloads	5	5	3
Total Score:	100	97	92

RESOLUTION 2026-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT REGARDING THE AWARD OF SPECIAL ASSESSMENT METHODOLOGY SERVICES AGREEMENT AND AUTHORIZATION TO NEGOTIATE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ave Maria Stewardship Community District (the “District”), is a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities for lands within the District; and

WHEREAS, the District has solicited qualifications (the “RFQ”) from for consultants for special assessment methodology services (the “Services”); and

WHEREAS, the District has received and evaluated qualifications from consultants interested in providing the Services; and

WHEREAS, the District has received and evaluated qualifications from two (2) consultants interested in performing the Services; and

WHEREAS, after review and consideration of the qualifications received by the District, the Board hereby determines to award _____ points to Real Estate Econometrics, Inc., and _____ points to Willdan Financial Services, Inc., based upon the evaluation criteria found in the RFQ; and

WHEREAS, the Board hereby determines its intent to find _____, the most qualified applicant and subsequently negotiate a contract for Services with _____ as the most qualified in accordance with the terms of the RFQ.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:

SECTION 1. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The qualifications submitted by _____, Inc., for the Services is the most qualified submittal which best each serves the interests of the District.

SECTION 3. District staff is authorized to negotiate an agreement for Services pertaining to analysis of the 1,000 acres comprising the Latitude Property (as described in Attachment A to Exhibit A). Such agreement shall be submitted for Board consideration during an upcoming Board meeting. District staff shall provide District records including but not limited to prior adopted methodology reports, the memorandum regarding special assessment requirements previously provided to the Board dated May 26, 2026 and included as Exhibit A hereto, and any other District records requested by the _____, Inc.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 1st day of September, 2026.

ATTEST:

**BOARD OF SUPERVISORS OF THE
AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary / Assistant Secretary

Jay Roth, Chairman

Exhibit A: May 26, 2026 Memorandum to Board Regarding Special Assessment Requirements

Exhibit A:

May 26, 2026 Memorandum to Board Regarding Special Assessment Requirements

MEMORANDUM

TO: BOARD OF SUPERVISORS
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (“DISTRICT”)

FROM: ALYSSA WILLSON

DATE: MAY 26, 2026

RE: SPECIAL ASSESSMENT REQUIREMENTS

As requested by the District Board of Supervisors (the “Board”), I prepared a summary of applicable Florida law requirements for the District’s imposition of special assessments. Such summary is focused on the Latitudes property located within the current boundary of the District (the “Latitudes Property”) and for purposes of this memorandum accepts certain representations regarding development of the Latitudes Property as presented in the enclosed letter dated May 5, 2026, previously presented to the Board.

Description of Latitudes Property

The following description of the Latitudes Property was provided in a letter dated May 5, 2026, a copy of which was provided to the Board and District staff during the Board’s May 5, 2026, meeting and included as **Attachment A** hereto:

The Latitudes parcel is located in Collier County, jurisdictionally within the Ave Maria Stewardship [Community] District but physically separated from the remainder of the District by Camp Keais Road, which is a County facility. The Latitudes property will be served by a self-contained drainage system that does not connect to the District system, and will own and maintain its own internal roads, lights, landscaping, and similar facilities. Access to the Latitudes property will be exclusively Camp Keais Road. Trips generated from the Latitudes property into the District are expected to be incidental, and limited in time pending anticipated future development in the area.

Summary of District Special Assessment Authority

The District has the expressed power in its charter Chapter 2004-461, Laws of Florida, as amended, (the “Act”) to impose and to levy non-ad valorem assessments, including special assessments, defined in the Act, Section 2 subsections (14) and (15) for the construction,

reconstruction, acquisition or maintenance of District facilities authorized under the charter of the District using the procedures for levy and collection provided in Chapters 170 and 197, Florida Statutes, and the Act. In 2006, the District initially levied master special assessments to secure bonds intended to fund construction and acquisition of District public infrastructure constituting the District's Capital Improvement Plan (the "CIP") in accordance with the Master Assessment Methodology Report dated June 12, 2006, (the "Master Methodology Report") a copy of which is included as **Attachment B**. Such special assessments were allocated to the 10,805.13 acres originally within the District. The Master Methodology Report has been supplemented from time to time most recently by the Town of Ave Maria Third Sub-Master Supplemental Assessment Methodology Report dated October 14, 2025, a copy of which is included as **Attachment C** (the "Third Sub-Master Report"), as noted in therein the special assessments were again limited to lands remaining to be developed within the original 10,805.13 acres. At the time of each bond issuance, a supplemental methodology report is prepared, finalizing the special assessments which secure such bonds. Additionally, the Board annually adopts a budget funded by operation and maintenance assessment levied on lands within the District as described in the Fourth Revised Operations & Maintenance Assessment Methodology Report for the Ave Maria Stewardship Community District dated August 5, 2025, a copy of which is included as **Attachment D** (the "O&M Report"). The budget described therein as noted in footnote 1 on page 4 does not include the Latitudes Property which was added to the District boundary in 2023, pursuant to Chapter 2023-333, Laws of Florida.

Section 1.3 of the Third Sub-Master Report describes the benefits created by the District CIP.

Improvements undertaken by the District create both special benefits and general benefits. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special and peculiar benefits which flow as a logical connection from the systems, facilities and services to property within the District in order to develop such property and use it for residential, commercial, educational and other purposes. Absent the District's CIP, there would be no infrastructure to support development of land within the District, and such development would be prohibited by law.

While the general public and property owners outside the District will benefit from the provision of District infrastructure, these benefits are incidental to the benefits received by property within the District which is dependent upon the District's CIP to obtain, or to maintain, development entitlements. This fact alone clearly distinguishes the special and peculiar benefits which District properties receive compared to those properties lying outside of the District's boundaries and establishes that the CIP has a nexus to the value and the use and enjoyment of the lands within the District.

Section 3.2 of the Third Sub-Master Report further details the initial apportionment of benefits finding:

The systems, facilities and services constituting the CIP result in special benefits peculiar to the property, whether the property is in acreage or in platted parcels. Such special and peculiar benefits include enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums.

Section 3.2 of the O&M Report makes certain findings as to the special and peculiar benefits to the lands within the District:

The District is undertaking the responsibility of providing the O&M Budget for its master infrastructure that supports vertical development within Ave Maria. As designed, the District infrastructure is an integrated system of improvements that confer special and peculiar benefits to the lands within the District. Logically, the O&M Budget supporting the District infrastructure also confers special and peculiar benefits to the lands within the District.

Section 3.3 of the O&M Report goes on to state:

The District shall allocate the costs to provide the operations and maintenance of its master infrastructure to the Development Program. In the case of the District's First Sub-Master Final Supplemental Assessment Methodology Report adopted by the AMSCD Board of Supervisors on December 20, 2006, the primary measurement is trip generation since the Ave Maria Capital Improvement Program described in the Master Engineer's Report dated May 2, 2006, (the "Capital Improvement Program") is heavily focused on the provision of transportation infrastructure and its related uses such as the master irrigation system parallel the transportation system. In addition, the roadway water is channeled through a series of drainage structures in the roads through pipes to the water management system. The Consultant therefore utilized the same methodology with regard to assessing the O&M Budget to the benefitting properties.

Florida Law Regarding Validity of Special Assessments

Florida governments have long used special assessments to fund certain improvements and services which specially benefit certain areas. In review of requirements for a special assessment, it is important to initially note the distinction between a special assessment and a tax. In City of Boca Raton v. State, 595 So.2d 25 (Fla. 1992), the Florida Supreme Court explained:

[A] legally imposed special assessment is not a tax. Taxes and special assessments are distinguishable in that, while both are mandatory, there is no requirement that taxes provide any special benefit to the property; instead, they may be levied throughout the particular taxing unit for the general benefit of residents and property. On the other hand, special assessments must confer a special benefit upon the land burdened by the assessment. [...]

A tax is an enforced burden of contribution imposed by sovereign right for the support of the government, the administration of the law, and to execute the various functions the sovereign is called on to perform. A special assessment is like a tax in that it is an enforced contribution from the property owner, it may possess other points of similarity to a tax but it is inherently different and governed by entirely different principles. It is imposed upon the theory that that portion of the community which is required to bear it receives some special or peculiar benefit in the enhancement of value of the property against which it is imposed as a result of the improvement made with the proceeds of the special assessment. It is limited to the property benefitted, is not governed by uniformity and may be determined legislatively or judicially.

Id. at 29 (internal citations omitted) (emphasis added).

Florida law has found special assessments are compliant with the law if: (1) the property burdened by the assessments derives a special benefit from the project or services financed by such assessments; and (2) the assessments are fairly and reasonably apportioned among properties to be assessed. See City of Winter Springs v. State, 776 So. 2d 255 (Fla. 2001). In Thomas, and cases cited *infra*, the Florida Supreme Court explained the standard of review for special assessments as follows:

To comply with the requirements of the law, a special assessment funding a bond issuance must satisfy the following two-prong test: (1) the property burdened by the assessment must derive a special benefit from the service provided by the assessment; and (2) the assessment for the services must be properly apportioned among the properties receiving the benefit.

Thomas v. Clean Energy Costal Corridor, 176 So. 3d 249, 252 (Fla. 2015) (internal citations omitted) (emphasis added).

A special benefit is conferred to the property to be assessed where there is a “logical relationship” between the services or improvements funded by the assessments and the purported benefit to the real property. See Donovan v. Okaloosa County, 82 So. 3d 801 (Fla. 2012). In evaluating what constitutes a “special benefit” to the properties being assessed, the Florida Supreme Court has previously determined that following examples demonstrated special benefits bearing logical relationship to the related assessments: (a) increased value or market value (City of Winter Springs, 776 So. 2d at 259); (b) increased marketability of the property (Id.; Donovan, 82 So. 3d at 813); (c) enhanced use and enjoyment of property (Donovan, 82 So. 3d at 813); and, last but not least, (d) improvement and enhancement of subdivision identity and aesthetics (City of Winter Springs, 776 So. 2d at 259). In City of Winter Springs, which involved the Tuscawilla Lighting and Beautification District’s proposed improvements (enhanced landscaping, signage, and lighting at various locations), the Florida Supreme Court rejected the argument that because other people outside the district may benefit from the improvements, the improvements do not

confer a “special” benefit upon property owners in the district. Relying on Charlotte County v. Fiske, holding that a special benefit is not lost merely because other properties incidentally benefit, and Lake County v. Water Oak Management Corp., holding that a special benefit can only be conferred to the real property itself, i.e. not to a passerby, the court found that the fact that non-neighborhood residents drive through the district and will incidentally benefit from improvements in the district does not invalidate the special assessment. City of Winter Springs, 776 So. 2d at 259. (citing Charlotte County v. Fiske, 350 So.2d 578, 581 (Fla. 2d DCA 1977); and Lake County v. Water Oak Management Corp., 695 So.2d 667, 670 (Fla. 1997).

In certain circumstances, a court has found there was no special benefit when the land does not abut, adjoin or is bound by the proposed improvements. Lee County v. Zemel, 545 So. 2d 344 (Fla. 2d DCA 1989). In Zemel, unimproved real estate zoned agricultural was assessed for improvements to existing roads within a neighboring subdivision. The property had never been part of the subdivision and was separated from the subdivision by a dike approximately six feet or more in height and by a canal approximately thirty feet in width. Id. at 345.

The four existing roads within Suncoast Estates that were to be paved or repaved by reason of the special assessments do not abut, touch or parallel appellees’ property, but dead end approximately one hundred feet or more from appellees’ property and are separated from it in each instance by the dike and canal. No new ingress and egress is provided by the special assessments to appellee’s property. There are other and more beneficial ingress and egress routes equally available to appellees.

Id. In this instance, the court found that the ordinances and statutes applicable to municipal service taxing or benefit unit special assessments require that the property being assessed must “abut, adjoin, be contiguous to or be bounded by the improvements or, in the alternative, derive a benefit from the improvements which is different in type or degree from the benefits provided to the community as a whole.” Id. at 346 (emphasis added). The court upheld the trial court’s ruling declaring the assessment as it pertained to the unimproved agricultural land invalid. Id.

In another case, the Florida Supreme Court found there was “no logical relationship between a city’s special assessment for emergency medical services (the assessment, treatment, and transport of sick or injured people) and a special benefit to real property.” City of N. Lauderdale v. SMM Props., 825 So. 2d 343, 350 (Fla. 2002).

Emergency medical services provide a personal benefit to individuals. There is no indication from the City or in the record how emergency medical services enhance the value of property against which the assessment is imposed.

Id. The court considered, but ultimately rejected, the argument that the provision of emergency medical services has a logical relationship to property because those services enhance the use of enjoyment of property. Id. Concluding, the court found:

[I]t does not follow that one has potential added or actual use or enjoyment of property because emergency medical services are provided to owners of that property. Although emergency medical services may provide a sense of security to individuals, neither the service nor the sense of security is provided to the property itself.

Id.

In determining whether the subject assessments are fairly and reasonably apportioned, courts have long concluded that there is no fixed test fit for all methodologies. City of Winter Springs, 776 So. 2d at 261 (internal citation omitted). The plain language of the statute also grants discretion to the public body establishing the method of apportionment. Section 170.02, Florida Statutes, (providing, “[s]pecial assessments against property deemed to be benefited by local improvements, as provided for in s. 170.01, shall be assessed upon property special benefited by the improvement in proportion to the benefits to be derived therefrom, said special benefits to be determined and prorated according to the foot frontage of the respective properties specially benefitted by said improvement, or by such other method as the governing body of the municipality may prescribe.”) (emphasis supplied). Findings of special benefit and apportionment must be supported by competent substantial evidence. Donovan, 82 So 3d at 811-12 (citing State v. Sarasota County, 693 So. 2d 546, 548 (Fla. 1997)).

Conclusion

The District’s current CIP was adopted in 2006, as supplemented from time to time, based on the public improvements necessary to service the development within the original 10,805.13 acres included within the District. The special assessments anticipated to fund such portions of the CIP have been levied against the specially benefitted property within the original 10,805.13 acres within the District boundaries. Each development area within the original District boundary is anticipated to fund a portion of the overall master infrastructure included within the CIP. While individual properties may not abut each and every improvement contained within the CIP, such properties are specially benefitted as detailed above as the CIP is necessary for development of the property within the original District boundary. Furthermore, the District’s operation and maintenance special assessments are allocated amongst the specially benefitted property within the original District boundary as the District must maintain its CIP improvements necessary to support the vertical development within the original District boundary.

Minto Communities representatives and its counsel Lewis Longman Walker have presented information regarding the infrastructure design and plan for the Latitudes Property. As detailed in its submittal to the District, the Latitudes Property is not intending to use any District-funded infrastructure onsite of the Latitudes Property and the improvements within the Latitudes Property will be self-sustaining. For purposes of this memorandum, this statement was accepted for analysis herein and not otherwise reviewed or confirmed. Assuming the Latitudes Property is developed as presented in Attachment A, any District special assessment imposed on Latitudes Property for portions of the District CIP construction or maintenance located across Camp Keais Road from the Latitudes Property would have to be shown by competent substantial evidence to

specially benefit the Latitudes Property in accordance with Florida law principles discussed above. Any such special assessments must:

- be for improvements or services which specially benefit to the Latitudes Property, not individuals;
- be logically related to the services or improvements funded by the special assessments and the purported benefit to the real property; and
- be fairly and reasonably apportioned.

I look forward to discussion with the Board. Should further specific analysis of potential special assessments and the Latitudes Property be requested, I recommend District engagement of a methodology consultant.

Attachment A

Kathryn B. Rossmell
krossemll@llw-law.com

Reply To: West Palm Beach

May 5, 2026

VIA EMAIL: jstern@mintousa.com
Jared Stern, VP of Land Development
Minto Communities
4443 Lyons Road, Suite D-201
Coconut Creek, FL 33073

Dear Mr. Stern,

You have asked us to provide a preliminary opinion regarding the ability of the Ave Maria Stewardship Community District ("District") to impose special assessments on the future "Latitudes" development parcel. Based on the information provided, it is our opinion that the District will have a limited ability to assess the Latitudes property relative to other parcels in the District, and any assessment would need to be supported by evidence of the special benefit to the Latitudes property in order to be lawfully imposed.

The Latitudes parcel is located in Collier County, jurisdictionally within the Ave Maria Stewardship District but physically separated from the remainder of the District by Camp Keais Road, which is a County facility. The Latitudes property will be served by a self-contained drainage system that does not connect to the District system, and will own and maintain its own internal roads, lights, landscaping, and similar facilities. Access to the Latitudes property will be exclusively Camp Keais Road. Trips generated from the Latitudes property into the District are expected to be incidental, and limited in time pending anticipated future development in the area.

The Ave Maria Stewardship District is a special, limited, and single purpose independent district created by the Florida Legislature. See Chapter 2004-461, Laws of Florida. According to the

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District's published 2025-26 budget,¹ the District provides and maintains drainage infrastructure, road infrastructure, landscaping and irrigation, lights and electricity, and a small number of incidental services including dog waste stations, pressure washing, and Christmas lights.

The District primarily funds its operations by the imposition of special assessments, divided into three categories: operation and maintenance, reserves, and debt service. *See* AMSCD Budget, 2025-26. It also receives lesser funding from developer contributions and interest. *See* AMSCD Budget, 2025-26.

Under Florida law, a special assessment, also called a non-ad valorem assessment, must pass a two-prong test to be lawfully imposed. Specifically, the "assessment must confer a specific benefit on the land burdened by the assessment," and the assessment must be "properly apportioned." *See City of Boca Raton v. State*, 595 So. 2d 25, 30 (Fla. 1992); *Lake County v. Water Oak Management Corporation*, 695 So. 2d 667, 669 (Fla. 1997). As stated by Florida's Supreme Court, the test of whether such a special benefit exists is "whether there is a logical relationship between the services provided and the benefit to real property." *Id.* And the assessment "must be fairly and reasonably apportioned among the properties that receive the benefit." *Boca Raton*, 595 So.2d at 29. This is because assessments are "imposed upon the theory that that portion of the community which is required to bear [the assessment] receives some special or peculiar benefit in the enhancement of value of the property" as a result of the improvement made with the proceeds of the special assessment. *City of N. Lauderdale v. SMM Props., Inc.*, 825 So. 2d 343, 350 (Fla. 2002). For that reason, assessments are "not governed by uniformity." *Id.* They must be customized based on the economic benefit for the assessed properties.

In this instance, it appears that the Latitudes property's physical disconnection and self-sustaining development plans would severely limit, if not eliminate, the District's ability to impose special assessments. Specifically, because the District will not provide drainage, lighting, landscaping, or internal road maintenance for the Latitudes property, any assessment for payment of either the capital improvements or operation and maintenance expenses associated with those items would be subject to challenge. Any allegation to the contrary would need to be

¹ Available at <https://avemariastewardshipcd.org/wp-content/uploads/sites/10/2025/08/AMS-Final-Budget-2025-2026.pdf>.

supported by competent, substantial evidence speaking to the specific economic benefit to the Latitudes property of such items. *Id.*

Regarding the District's existing road networks, it appears that the existing infrastructure was funded by a bond series that is being repaid by the levy of special assessments. Latitudes cannot properly be assessed to repay the current bond debt because in accordance with the bond series information available, those bonds were levied, apportioned, and assessed based on the benefits to other properties in the District, without analysis or findings that such infrastructure would benefit Latitudes and without reliance on Latitudes to contribute to that debt service obligation. It would be unlawful to artificially redistribute the assessments to include Latitudes simply to lower the cost to the rest of the District residents both on the basis that there is no special benefit to the Latitudes property and on the basis of a lack of proportionality. It would also likely require a bond refinancing to effectuate.

Similarly, the ability to impose assessments on the Latitudes property to fund either the construction (directly or through bond issuance), or operation and maintenance of, future roadways is limited to the special benefit that those roads would provide to the Latitude property. Roads that are geographically distant from the Latitudes project and not expected to absorb traffic from the Latitudes project would be unlikely to provide an assessable special benefit because they would be unlikely to provide the "enhancement in value" needed to justify an assessment. *See City of N. Lauderdale*, 825 So. 2d at 350. Even if an assessment for a roadway were imposed, that assessment would need to reflect the lesser proportion of value that Latitudes residents would receive as compared to other District residents. *See Lake County*, 695 So. 2d at 669.

In summary, based on the information provided and for the reasons stated above, any special assessment imposed on the Latitudes property would need to be limited in scope as to what such assessments could be used to fund. Specifically, because the Latitudes property is physically separated from the District and is not expected to receive the benefit of the District's drainage, lighting, landscaping, and incidental services, no assessment for the installation or operation and maintenance of such infrastructure or services could be lawfully imposed, and nor could associated administrative expenses. Similarly, the existing roadway infrastructure would not provide a basis for assessing the Latitudes property, and the District's future could only be assessed to Latitudes if there were evidence that such roads provided a special, economic benefit to the Latitudes property, and any assessments would likely need to be

Jared Stern
Minto Communities
May 5, 2026
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significantly reduced in proportion to other District residential properties to account for the materially lesser benefits received by the Latitudes property. Please also note that excess assessments would be subject to legal challenge.

Please feel free to contact me if you have any further questions.

Very Truly Yours,

/s/ Kathryn B. Rossmell

Kathryn B. Rossmell, Esq.
Executive Shareholder

Attachment B

MASTER ASSESSMENT METHODOLOGY REPORT

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

June 12, 2006

Prepared for

Board of Supervisors Ave Maria Stewardship Community District

Prepared by

**Fishkind & Associates, Inc.
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Orlando, Florida 32817 407-382-3256
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1.0 Introduction

1.1 Purpose

This report provides a Master Assessment Methodology ("Assessment Methodology" or "Methodology") for the Ave Maria Stewardship District ("District"). The Methodology described herein has two goals: (1) determining the special and peculiar benefits that flow to the properties in the District as a logical connection from the infrastructure systems and facilities constituting enhanced use and increased enjoyment of the property; and (2) apportion the special benefits on a basis that is fair and reasonable. The District has adopted a Capital Improvements Program ("Improvement Plan" or "CIP") that will allow for the development of property within the District. The District plans to fund the CIP through a combination of debt financing with the proceeds of bonds payable from special assessments, bonds payable from revenues of various systems comprising a portion of the CIP and contributions of components of the CIP by the developer(s) and other parties, or combinations of the foregoing. Any debt repaid from the proceeds of non-ad valorem special assessments are intended to satisfy the statutory and Constitutional tests necessary and the two case law tests in order for such non-ad valorem special assessments to constitute liens, co-equal with the liens of State, County, municipal and school board taxes, against properties within the boundary of the District that receive special benefits from the CIP. The Methodology herein is intended to set forth a framework to apportion the special and peculiar benefits from the portions of the CIP financed with the proceeds bonds payable from and secured by non-ad valorem special assessments (the "Assessments") imposed and levied on the properties. The report is designed to conform to the requirements of the Constitution, Chapters 170 and 197, F.S. and Chapter 2004-461, Laws of Florida with respect Assessments and is consistent with our understanding of the case law on this subject.

1.2 Background

The Ave Maria Stewardship District serves acreage within the Ave Maria Development of Regional Impact ("Ave Maria") acreage. Ave Maria is a mixed-use development on approximately 10,805 acres in unincorporated Collier County ("County"), Florida. Pursuant to the Development Order, the Collier County Board of County Commissioners has granted development rights for the anticipated development units within the District.

The Town of Ave Maria within the District boundaries is anticipated to be developed over an estimated twenty-five year time frame. In general, the Town of Ave Maria will have a variety of multifamily and single family product types, commercial/retail space, office space, schools, churches, a university and recreational opportunities. Table 1 below outlines the Ave Maria development program.

Table 1. The Town of Ave Maria Development Program

<u>Land Use Descriptions</u>	<u>Measurement Units</u>	<u>Total</u>
Residential	Dwelling Units	18,200
Assisted Living Facilities	Beds	750
Retail, Entertainment, Service	Square Feet	1,139,000
Professional Office (General, Medical, Financial, etc.)	Square Feet	841,500
Civic/Community/Misc	Square Feet	245,000
Medical Facility	Square Feet	35,000
Hotel	Rooms	660
Ave Maria University	Students	6,000
K-12 Schools (Private & Public)	Students	5,200

Source: Developer

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create both special benefits and general benefits. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special and peculiar benefits which flow as a logical connection from the systems, facilities and services to property within the District in order to develop such property and use it for residential, commercial, educational and other purposes. Absent the District's CIP, there would be no infrastructure to support development of land within the District and such development would be prohibited by law.

While the general public and property owners outside the District will benefit from the provision of District infrastructure, these benefits are incidental to the benefits derived from property within the District's CIP which is dependent upon the District's Improvement Program to obtain, or to maintain, development entitlements. This fact alone clearly distinguishes the special and peculiar benefits which District properties receive compared to those properties lying outside of the District's boundaries and establishes that the CIP has a nexus to the value and the use and enjoyment of the lands within the District.

1.4 Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special and peculiar benefit as a logical connection from the systems and services constituting improvements. The courts recognize the special benefits which flow as a logical connection peculiar to the property as enhanced enjoyment and increased use of the property which in turn may result in decreased insurance premiums, increased value and marketability. Second, the assessments must be fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed.

If these two tests for lienability are determined in a manner that is informed and non-arbitrary by the Board of Supervisors of the District, as a legislative determination, then the special assessments may be levied, imposed and collected as first liens on the property. Florida courts have found that it is not necessary to calculate benefit with mathematical precision at the time of imposition and levy so long as the levying and imposition process is not arbitrary, capricious, or unfair.

1.5 Scope of Report

The CIP and therefore the financing of the components thereof have been estimated by the District's Consulting Engineer based upon good faith estimates provided by the Developer of the development and related infrastructure provision program that will span a number of years. Accordingly, there can be no assurance on the date hereof that such costs are attainable. Moreover, it is not possible at this time to contemplate the entirety of the Development (hereinafter defined) with any particularity. Therefore, the estimated par value of bonds required will likely change. This Report is intended to establish a maximum benefit (unless altered by subsequent proceedings) based upon current knowledge and to establish a framework for subsequent Reports which will detail with greater specificity the apportionment of benefit peculiar to specific properties and land uses and which will be determined by subsequent proceedings of the District's Board in accordance with one of the many statutory methods set out in the District Act. The Act permits the District to establish separate phased units, which presumably will differ not only on the timing of their development, but also based upon the composition of the uses of property within each area and the differences in the special and peculiar benefits that each use receives. If and when the District issues bonds or other debt instruments to finance infrastructure one or more supplemental reports will be devised. The supplemental reports will describe the specific size and terms of the bonds or other debt being issued.

The Master Assessment Methodology must be used to determine the first lien status of the assessment to be imposed on the acreage. The fact that the property is acreage versus platted units in the beginning does not change the fundamental legal requirement of the Master Assessment Methodology for the imposition of the assessment as a lien on the property. Just as with the Master Assessment methodology, the supplemental assessment methodology reports will apply algorithms and the principles set forth in the act and related statutory methodology with more specificity to result in the actual levy of the assessments on platted parcels.

2.0 Finance Plan

2.1 Master Development Program

Ave Maria Development, LLLP is the “Master Developer” of the property within the District. The Master Developer will develop the land in preparation for selling land to third-party developers for development into Neighborhoods (which alone or together with other Neighborhoods will constitute phased units) as well as developing some of the residential and commercial projects themselves. The Town of Ave Maria Development Program for the District as detailed in Table 1. The Development Program is the matrix of the allowable uses under the Ave Maria DRI, which lies entirely within the District boundaries.

Development within the District will consist of a variety of single family and multifamily residential unit types, office and commercial/retail square footage, hotels, churches, schools, recreational facilities including parks and golf courses, event parking, and other uses. As the Ave Maria community progresses in its development and the District issues bonds to fund infrastructure, supplemental assessment reports will be developed that will detail the particulars for an assessment area from a specific bond issue, together with the special and peculiar benefits to the lands benefited by the portions of the CIP financed with that issue, establishing the logical connection flowing from the system, facility and service to the property.

2.2 Capital Improvement Program

The District Engineer has identified certain infrastructure that may be provided by the District and has provided a cost estimate for the District’s CIP. The CIP is detailed in the Master Capital Improvement Program *for the Ave Maria Community Stewardship District* dated April 19, 2006 as prepared by Agnoli, Barber & Brundage, Inc.

The CIP consists of roadways, the drainage/storm water management system, master irrigation system, landscaping, mitigation and restoration, land acquisition and public facilities and water and wastewater utilities that will be developed along with the community.

Table 2 of this Master Assessment Methodology report summarizes the costs associated with the proposed Master Infrastructure Improvements.

Table 2. Capital Improvement Program for AMUSCD.

<u>Capital Improvement</u>	<u>Estimated Cost</u>
Drainage/Stormwater Management System	\$135,000,000
Roadways	\$137,000,000
Master Irrigation System	\$25,000,000
Landscaping	\$74,000,000
Mitigation and Restoration	\$40,000,000
Land Acquisition and Public Facilities	\$50,000,000
Water and Waste Water Utilities	\$190,000,000
TOTAL	\$651,000,000

Source: District Engineer's Report, April 19, 2006

2.3 Local Infrastructure

As property is developed, roads, water and sewer, stormwater management, recreation and other public infrastructure systems facilities and services may be authorized by applicable law to be financed, constructed, acquired, owned and/or operated by the District and, with respect to which the District may levy and impose Assessments. Those facilities and the special benefits peculiar to the property, in this case the acreage which precedes any platting of the property, are comprised of drainage and stormwater management system, roadways, master irrigation system, landscaping, mitigation and restoration, land acquisition and public facilities, and water and waste water utilities. The Act contemplates the financing of such infrastructure from time to time within platted units within the District and any such Assessments must be imposed and levied pursuant to separate and distinct proceedings under the Act and then applicable law.

2.4 Bond Requirements

The District intends to finance a portion of the CIP by issuing bonds. These bonds will be issued in one or more series. A number of items comprise the final par bond requirements. These items may include but are not limited to capitalized interest, a debt service reserve fund, underwriter's discount, and issuance costs. For purposes of this Methodology, allowances have been made for such items.

As the finance plan is implemented a supplemental report detailing the particulars of each specific bond issue will detail the terms, interest rates, and costs associated with a specific series of bonds, the level of funding for the construction/acquisition account, the capitalized interest account, the debt service reserve fund account, as well as the underwriter's discount, and issuance costs. Table 3 shows an estimate of the par amount of bonds required to fund the CIP.

Table 3. Estimated AMUSCD Bonds Par Amount.

<u>Category</u>	<u>Total</u>
Capital Improvement Plan	\$651,000,000
Capitalized Interest	\$98,419,800
Debt Service Reserve	\$59,584,094
Underwriter's Discount	\$10,662,145
Cost of Issuance	\$500,000
Rounding	-\$1,039
	=====
Total	\$820,165,000

Source: Fishkind & Associates

3.0 Assessment Methodology

3.1 Structure – Master Infrastructure Improvements

Special and peculiar benefits flow as a logical connection to the property from the systems, facilities and services provided as a logical consequence to the property within the boundary of the District. These special benefits are peculiar to the acreage and later down to the actual platted units or parcel. The special benefits that justify imposing the assessment on the acreage include enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums when levied on the various platted units or parcels of property. First the District Engineer identifies the CIP costs then the Assessment Methodology Consultant allocates those costs and debt per acre (and later in the process per parcel) for the provision of the systems and facilities, which constitute the CIP. The best determination involves whether there is a special benefit peculiar to such property, different in kind and degree that any general benefit, so long as the special benefit flows peculiar to the property as a logical connection from the components of the CIP. Then a dollar amount of a proposed assessment is identified using various formulas. Then there is a determination of whether that dollar amount itself can be a first lien later to be levied on the platted units. Then there is an apportionment of the benefits so that no dollar amount as assessment exceeds any determination of special and peculiar benefit to the property and that the amount levied on different property owners is fair and reasonable.

The District's engineer determines the costs for the CIP and an estimate of the bond amount required to finance the CIP is calculated. The Assessment Methodology associated with the CIP is a two-step process. First, the special and peculiar benefits of the CIP will be determined and imposed upon the undeveloped land within the District. Second, the per acre Assessments previously imposed will be levied on to developed and platted parcels within assessment areas for the applicable phased units in accordance with the more specific uses and special benefits peculiar to each platted parcel in the supplemental methodology reports.

3.2 Initial Apportionment of Benefits from Systems, Facilities and Services constituting the CIP as a system of improvements to land currently undeveloped Acres

Initially, the District is comprised of a bundle of undeveloped acres with the potential for development pursuant to, and consistent with, the DRI, but upon the acquisition, construction, installation, equipping operation and maintenance of certain infrastructure. The District's CIP identifies the master Infrastructure Improvements needed for the Development pursuant to the DRI which will transform the undeveloped acres into developed platted parcels. Therefore, initially, there is a system of interlinked improvements necessary in order to develop each developable acre within the District, and, because the specific development cannot be initially determined on any one acre of land, each acre of land is benefited equally. This "proportionate per acre" special benefit from the systems and facilities constituting the components of the CIP is illustrated by the fact that if all of the land were sold in its undeveloped state, its value to a willing buyer would be as a whole and would include the value of the land with development rights from the DRI, adjusted for the cost of development (of which the CIP would be a significant component) and further adjusted for parcel-specific development costs. Thus, each acre would be valued equally since, until development is located, development could presumably occur on any one acre as on any other. These special benefits are peculiar to the acres of property within the District, are assessed and imposed equally and are real even though there is no platted parcel. As development occurs and development rights are absorbed by some acres and other acres are put to other uses, including public uses, the value of the remaining acres and acres put to other uses is adjusted to reflect the development rights (and corresponding infrastructure benefits) which have been used and the effect that those uses have on the remaining undeveloped acres. As supplemental reports are issued, as described above, such reports will take into account the relative benefits derived from the use and enjoyment of the property which is given to the developed and platted property and that which is retained in the yet to be developed property.

The foregoing discussion demonstrates that the systems, facilities and services constituting the CIP result in special benefits peculiar to the property, whether the property is in acreage or in platted parcels. Such special and peculiar benefits include enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums. The dollar amount of these special and peculiar benefits is not known but is capable of being computed with mathematical certainty in the future. As of the date of this assessment, the dollar amount of the special assessment levy per acre is \$75,905.15.

3.3 Assignment of Assessments

It is useful to consider three broad states or conditions of development within the District. The initial condition is the "unplatted state". At this point infrastructure may or may not be installed but in general, home sites or other development units have not been defined and all of the developable land within the District is considered unplatted acreage ("Unplatted Acres"). In the unplatted state, all of the lands within the District receive benefit from the components of the financed CIP and assessments would be imposed upon all of the land within the District on an equal acre basis to repay the bonds.

The second condition is the interim or "approved state". At this point, a developer would have received approval for a site development plan from the County. By virtue of the County granting an approval for its site development plan for a neighborhood or non-residential land, certain development rights are committed to and peculiar to that Neighborhood or non-residential land, thereby changing the character and value of the land by enhancing the capacity of the Unplatted Acres within a neighborhood or the non-residential land with the special and peculiar benefits flowing from components of the District's CIP and establishing the requisite logical connection for the flow of the special benefits peculiar to the property, while also incurring at the same time a corresponding increase in the responsibility for the payment of the levied assessment to amortize its portion of the debt associated with those improvements. Therefore, if the District has issued bonds to fund a portion of the CIP at the time a neighborhood or non-residential land receives site development plan approval, in the event that District issues bonds which have or will benefit the lands within such area, the District will designate such area, or in combination with other such areas, as an assessment area, and, pursuant to a supplemental assessment methodology report, allocate a portion of this debt to such assessment area in the "approved state". In all cases, appropriate credit shall be given for infrastructure comprising a portion of the CIP that is donated or contributed in lieu of assessments.

This apportionment of benefit in such supplemental methodology report shall be based on accepted practices for the fair and equitable apportionment of special and peculiar benefits in accordance with then applicable law and the procedure for the imposition, levy and collection of non ad valorem special assessments as set forth in the District Act and in conformity with the Constitution and law of the State applicable to such assessments.

Development enters its third and "platted state", as property is platted. Land becomes platted property ("Platted Property") when single family units are platted or multifamily and non-residential land uses receive a building permit and a separate tax parcel identification number is issued for such parcel. At this point, and only at this point, is the use and enjoyment of the property fixed and determinable and it is only at this point that the ultimate special and peculiar benefit can be determined flowing from the components of the CIP peculiar to such platted parcel. At this point, a specific apportionment of assessment will be fixed and determinable from the supplemental assessment report.

3.4 True-Up Mechanism – Master Infrastructure

Until such time as bonds are issued, the lien of the Assessments imposed pursuant to this methodology are inchoate ("Inchoate Assessments"), meaning that the lien of the Assessments cannot exceed the amount established hereby but that such lien will not be activated until bonds are issued which represent a charge and liability against the Inchoate Assessment amount. In essence, the Inchoate Assessment represents an upper limit on the Assessments. As bonds are issued and all, or a portion of, the Assessment becomes a liability for the repayment of a proportionate portion of the bonded debt, the Assessments are collectible to the extent set forth in the supplemental assessment methodology issued in correspondence to such bonds ("Funded Assessments").

In order to assure that the Funded Assessment per acre for the benefits from the CIP will not be disproportionately apportioned to any acre, each supplemental methodology shall apply a "true up" test, to ensure that, due to the level of development on any one parcel of land, the Assessments on any other parcel of land cannot exceed the special and peculiar benefit which can be apportioned to such parcel in accordance with any then-applicable assessment methodology.

4.0 Assessment Determination

4.1 Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP constituting systems, facilities and services which are provided in differing amounts and are dependent on the type of land use receiving the special benefits peculiar to those properties which flow from the logical relationship to the properties.

One example of this differentiation is the concept that various land uses will generate differing demands on the District's proposed roadway infrastructure. Another example is that it can be demonstrated that each land use will receive a different level of surface water benefit that relates to that land use's density and intensity of development.

These determinations are reviewed in the light of the special and peculiar benefits peculiar to the property which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

The special and peculiar benefits within an assessment area of a phased unit shall be determined relative to each parcel of land and identified for each improvement in accordance with a supplemental methodology report.

There are certain portions of the property such as public and private utility sites within the District boundary that will receive special and peculiar benefits in varying degrees from the component systems and facilities of the District's CIP. Those special and peculiar benefits will be determined in the future through supplemental assessment methodology reports. One example of this type of property is the Lee County Electrical Coop power line easement and adjacent substation land that is there purely for the provision of electrical power to the site and related sites along their transmission system. Another example is the private utility company for the Town of Ave Maria that will provide water and waste water treatment facilities.

The Board in their discretion may elect to exempt these properties from the duty to pay for their portion of the special and peculiar benefits and to the degree that this decision affects the payment of debt that funds these special and peculiar benefits, will seek to offset this reduced cash flow through other methods including the contribution of additional CIP or lands from the land owner.

4.2 Reasonable and Fair Apportionment of the Duty to Pay

The special and peculiar benefits from the component systems and facilities of the District's CIP have been determined and apportioned to the undeveloped land on an equal acre basis. As land receives certain development approvals as described in this Report, the benefits will be apportioned as provided in supplemental methodology reports

The duty to pay the non-ad valorem special assessments during the initial period as set forth above is fairly and reasonably apportioned because the special and peculiar benefits to the property flowing from the acquisition and/or construction of the District's CIP (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the property according to the reasonable estimates of the special and peculiar benefits including enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums and conferred on the land as provided by the District's CIP for the reasons set forth above.

Accordingly, no acre of property within the District will be assessed for the payment of any non-ad valorem special assessment pursuant to this Master Methodology in an amount greater than the determined special benefit peculiar to that property and having a nexus to the value of the property or the use and enjoyment thereof.

5.0 Assessment Roll

As described above, the debt associated with the District's CIP will be initially distributed on an equal acreage basis across all of the undeveloped, acreage within the District. As development units are defined (Platted Property) they will be assessed in the manner described herein, which may not be on a relatively equal basis with the special assessments as provided for in the Supplemental Assessment Methodology Reports.

The following Appendix I shows the initial assessments on a per acre basis for the CIP. The acreage shown represents 100% of the gross acreage within the District.

APPENDIX 1

Initial Per Acre Assessment Roll

<u>FOLIO #</u>	<u>Sec-Twn-Rng</u>	<u>Acreage</u>	<u>Owner</u>	<u>Par Amount</u>
00138120205	22-47-29	44.97	BCI,Ltd.	\$3,413,455
00138440008	29-47-29	659.24	BCP, Ltd./AMULT, LLC	\$50,039,710
00138480107	29-47-29	539.72	BCP, Ltd./AMULT, LLC	\$40,967,527
00138480000	30-47-29	78.58	BCI, Ltd./AMULT, LLC	\$5,964,627
00115280003	16-48-29	1,785.37	BCI, Ltd./AMULT, LLC	\$135,518,775
00138521309	31-47-29	504.25	BCP, Ltd./AMULT, LLC	\$38,275,171
00138560001	32-47-29	1,257.51	BCP, Ltd./AMULT, LLC	\$95,451,484
00138600000	33-47-29	502.16	BCI, Ltd./AMULT, LLC	\$38,116,530
00138521008	31-47-29	74.55	Monaghan, Thomas	\$5,658,729
00138560409	32-47-29	557.64	BCP, Ltd./AMULT, LLC	\$42,327,747
00138560302	32-47-29	192.36	Ave Maria University, Inc.	\$14,601,114
00226280507	05-48-29	45.69	Divosta	\$3,468,106
00138600301	33-47-29	579.64	Ave Maria Development, LLLP	\$43,997,660
00226240204	04-48-29	1,775.55	BCP, Ltd./AMULT, LLC	\$134,773,387
00227000508	16-48-29	3.95	LCEC	\$299,825
00226440004	08-48-29	2,122.57	BCP, Ltd./AMULT, LLC	\$161,113,992
00222960106	13-48-28	80.93	BCI, Ltd./AMULT, LLC	\$6,143,004
00227080502	18-48-29	0.45	BCI, Ltd./AMULT, LLC	\$34,157
		10,805.13		\$820,165,000

Attachment C

TOWN OF AVE MARIA THIRD SUB-MASTER SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

October 14, 2025

Prepared for

**Board of Supervisors
Ave Maria Stewardship Community District**

Prepared by



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1.0 Introduction

1.1 Purpose

This Town of Ave Maria Third Sub-Master Assessment Methodology Report ("Third Sub-Master Methodology") supplements the Ave Maria Stewardship Community District Master Assessment Methodology Report ("Master Methodology") dated June 12, 2006, and previously approved by the Board of Supervisors of the Ave Maria Stewardship Community District (the "District") at its meeting on June 12, 2006. The Master Methodology allocates the debt to be incurred by the District to provide infrastructure improvements to properties in the District. This Third Sub-Master Methodology shows how the Master Methodology is applied in the context of allocating a portion of its Capital Improvement Program ("CIP"), as described in the Master Capital Improvement Program for Ave Maria Stewardship Community District dated May 2, 2006 (the "Master Engineer's Report"), the remaining master improvements (the "Remaining Master Improvements Project") anticipated to be provided as outlined in the Second Supplemental Sub-Master Engineer's Report for the Ave Maria Stewardship Community District dated September 9, 2025 (the "Second Supplemental Report") and its current development program and how the inchoate debt initially defined in the Master Methodology is allocated over the remaining acreage on a per unit basis.

The methodology described herein and in the Master Methodology has two goals: (1) determining the special and peculiar benefits that flow to the properties in the District as a logical connection from the infrastructure systems and facilities constituting enhanced use and increased enjoyment of the property; and (2) apportion the special benefits on a basis that is fair and reasonable. The District has adopted a master CIP that will allow for the development of property within the District. The District plans to fund the CIP through a combination of debt financing with the proceeds of bonds payable from Assessments (as defined herein), contributions of components of the CIP by the developer(s) and other parties, or combinations of the foregoing. The Remaining Master Improvements Project infrastructure components are anticipated to be funded by multiple series of bonds.

Any debt repaid from the proceeds of non-ad valorem special assessments is intended to satisfy the legal requirements for such non-ad valorem special assessments to constitute liens, co-equal with the liens of State, County, municipal and school board taxes, against properties within the boundary of the District that receive special benefits from the CIP. The methodology herein is intended to set forth a framework to apportion the special and peculiar benefits from the Remaining Master Improvements Project portion of the CIP financed with the proceeds of bonds payable from and secured by non-ad valorem special assessments (the "Assessments") imposed and levied on the properties. This Third Sub-Master Methodology is designed to conform to the requirements of the Florida Constitution, Chapters 170 and 197, F.S. and Chapter 2004-461, Laws of Florida, as amended (the "Act") with respect to special assessments and is consistent with our understanding of the case law on this subject.

1.2 Background

The Town of Ave Maria is a mixed-use development on approximately 5,928 acres, which is planned to be expanded to 6,969 acres through a proposed 2026 SRA Amendment, in unincorporated Collier County ("County"), Florida and being developed by Ave Maria Development, LLLP (the "Master Developer").

The acreage contained within the Town of Ave Maria Development of Regional Impact No. 05-01 (the "Ave Maria DRI") is contained within the boundaries of the District. Subsequently, the DRI process was discontinued in 2015 with amendments to Chapter 163, Florida Statutes, and in the case of the Ave Maria DRI, the DRI has been replaced with a locally-defined stewardship receiving area ("SRA"), which encompasses the same acreage as the former DRI boundary. Therefore, references to DRI have been replaced herein with SRA.

Anticipated continuing growth in Southwest Florida was the impetus for creating the Rural Lands Stewardship Program, which was created explicitly to protect agriculture, the environment, and the economic viability of nearly 200,000 undeveloped rural acres in eastern Collier County. An incentive-based system, the Rural Lands Stewardship Program allows a landowner to obtain credits for protecting lands proven to support natural resources and agriculture ("Stewardship Sending Areas" or "SSAs"), then to utilize those credits in areas identified as suitable for development ("Stewardship Receiving Areas" or "SRAs").

The number of credits earned is commensurate with the environmental significance of the land, so property owners are more highly rewarded for protecting more valuable lands. As participants in the Rural Lands Stewardship Program, Ave Maria has put into protection approximately 17,838 acres of vitally important environmental lands.

The Ave Maria SRA includes a variety of multifamily and single family (including townhomes) product types, commercial/retail space, office space, schools, churches, a university and recreational opportunities. Table 1 below outlines the original Ave Maria SRA development program.

Table 1. The Original Ave Maria SRA Development Program

Land Use Descriptions	Measurement Units	Total
Residential	Dwelling Units	9,814
Assisted Living Facilities	Beds	450
Retail, Entertainment, Service	Square Feet	690,000
Professional Office (General, Medical, Financial, etc.)	Square Feet	510,000
Civic/Community/Miscellaneous	Square Feet	184,000
Medical Facility	Square Feet	35,000
Hotel	Rooms	400
Ave Maria University	Students	6,000
K-12 Schools (Public/Private)	Students	2,400

Source: First Sub-Master Final Supplemental Assessment Methodology Report, December 20, 2006

On June 16, 2023, the Collier County Board of County Commissioners via Resolution 2023-119 approved a modification to the Ave Maria SRA development program that was submitted by the Master Developer. The modifications were needed due to market forces and an increase in SRA acres. Table 2 below outlines the first revised development plan.

Table 2. The Ave Maria 2023 Revised SRA Development Program

Land Use	Units/Rooms	Square Feet	Students
Residential	11,000		
Single Family Units	8,850		
Multi-Family Units	1,500		
Apartments	650		
ALF	275		
Retail & Office		1,078,934	
Hotel	300		
Civic, Government and Institutional		184,000	
Mini-Warehouse		40,400	
Light Industrial/Warehouseing		711,000	
Institutional - AM University			6,000
Private School (K-12)			600
Public Elementary School			550
Public Middle School			550

Source: Master Developer

The Master Developer is contemplating a second modification to the Ave Maria SRA development program that will add SRA acreage to the northeast and northwest areas of the current SRA boundary and acreage across Camp Keais Road to the east of the Ave Maria SRA boundary. Table 3 on the next page outlines the second revised development plan. When referenced in this Third Sub-Master Methodology, the Ave Maria SRA development plan includes this anticipated revised acreage and development program. There is also proposed legislation amending the District boundary to remove approximately 1,001 acres from the District boundary bringing the total acreage to the original 10,805.08 acres.

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Table 3. The Proposed Ave Maria Second Revised SRA* Development Program

Land Use	Units/Rooms	Square Feet	Acres	Students	Total Acres
Residential	14,238				
Single Family Units	10,804				
Multi-Family Units	3,434				
ALF	275				
Retail & Office		1,503,943			
Hotel	400				
Civic, Government and Institutional		134,000			
Hospital		275,000			
Mini-Warehouse		40,400			
Light Industrial/Warehouseing		1,057,000			
University and Ancillary Uses			846	6,000	
Public School sites			46	2,100	
Private School sites				600	
Community Park in Excess of Requirement			73		
Fire Station			3		
Services District			56		
Town					5,945
Public Use					1,024
Total					6,969

Source: Master Developer

- * The SRA development program outlined in Table 3 is within the District boundaries as proposed to be amended in 2026.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create both special benefits and general benefits. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special and peculiar benefits which flow as a logical connection from the systems, facilities and services to property within the District in order to develop such property and use it for residential, commercial, educational and other purposes. Absent the District's CIP, there would be no infrastructure to support development of land within the District, and such development would be prohibited by law.

While the general public and property owners outside the District will benefit from the provision of District infrastructure, these benefits are incidental to the benefits received by property within the District which is dependent upon the District's CIP to obtain, or to maintain, development entitlements. This fact alone clearly distinguishes the special and peculiar benefits which District properties receive compared to those properties lying outside of the District's boundaries and establishes that the CIP has a nexus to the value and the use and enjoyment of the lands within the District.

Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special and peculiar benefit as a logical connection from the systems and services constituting improvements. The courts recognize the special benefits which flow as a logical connection peculiar to the property as enhanced enjoyment and increased use of the property which in turn may result in decreased insurance premiums, increased value and marketability. Second, the assessments must be fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed.

If these two tests for lienability are determined in a manner that is informed and non-arbitrary by the Board of Supervisors of the District (the "Board"), as a legislative determination, then the special assessments may be levied, imposed and collected as first liens on the property. Florida courts have found that it is not necessary to calculate benefit with mathematical precision at the time of imposition and levy so long as the levying and imposition process is not arbitrary, capricious, or unfair.

1.4 Scope of Report

The District's CIP and the estimated costs of the components thereof have been estimated by the District's Consulting Engineer as documented in the Master Engineer's Report, as supplemented in the Second Supplemental Report. Accordingly, there can be no assurance on the date hereof that such estimated costs are attainable. Moreover, it is not possible at this time to contemplate the entirety of the SRA with any particularity. Therefore, the estimated par value of bonds required will likely change.

This Third Sub-Master Methodology is intended to apportion the maximum benefit (unless altered by subsequent proceedings) for the remaining Ave Maria SRA based upon current knowledge and to establish a framework for subsequent supplemental Ave Maria assessment reports which will detail with greater specificity the apportionment of benefit peculiar to specific properties and land uses and which will be determined by subsequent proceedings of the Board in accordance with one of the many statutory methods set out in the Act. The Act permits the District to establish separate phased units, which will differ not only on the timing of their development, but also based upon the composition of the uses of property within each area and the differences in the special and peculiar benefits that each use receives. If and when the District issues bonds or other debt instruments to finance infrastructure, one or more supplemental assessment reports will be devised. The supplemental assessment reports will describe the specific size and terms of the bonds or other debt being issued.

The Master Methodology must be used to determine the first lien status of the assessment to be imposed on the acreage. The fact that the property is acreage versus platted units in the beginning does not change the fundamental legal requirement of the Master Methodology for the imposition of the Assessment as a lien on the property. Just as with the Master Methodology, the supplemental assessment reports will apply algorithms and the principles set forth in the Act, the Master Methodology and related statutory methodology with more specificity to result in the actual levy of the Assessments on platted parcels.

2.0 Finance Plan

2.1 Ave Maria SRA Development Program

The Master Developer will develop the Ave Maria SRA lands in preparation for selling land to third-party developers or end-users for development into neighborhoods (which alone or together with other neighborhoods will constitute phased units) as well as developing some of the residential and commercial projects themselves. The Proposed Second Ave Maria SRA development program within the District is detailed in Table 3 and will be the matrix of the allowable uses under the Ave Maria SRA and is used in this Third Sub-Master Methodology.

Development within the Ave Maria SRA will consist of a variety of single family and multifamily residential unit types, office and commercial/retail square footage, hotels, churches, schools, recreational facilities including parks and golf courses, event parking, and other uses.

As the Ave Maria SRA community progresses in its development and the District issues bonds to fund infrastructure, supplemental assessment reports will be developed that will detail the particulars for an assessment area from a specific bond issue, together with the special and peculiar benefits to the lands within the SRA benefited by the portions of the Remaining Master Improvements Project portion of the CIP financed with that issue, establishing the logical connection flowing from the system, facility and service to the property.

2.2 Local Infrastructure

As property is developed, roads, stormwater management and other public infrastructure systems, facilities and services may be authorized by applicable law to be financed, constructed, acquired, owned and/or operated by the District and with respect to which the District may levy and impose Assessments. Those facilities and the special benefits peculiar to the property, in this case the acreage which precedes any platting of the property, are comprised of drainage and stormwater management system, roadways, master irrigation system, landscaping and mitigation and restoration. The Act contemplates the financing of such infrastructure from time to time within platted units within the District and any such Assessments must be imposed and levied pursuant to separate and distinct proceedings under the Act and then applicable law.

3.0 Assessment Methodology

3.1 Structure - Master Infrastructure Improvements

Special and peculiar benefits flow as a logical connection to the property from the systems, facilities and services provided as a logical consequence to the property within the boundary of the District. These special benefits are peculiar to the acreage and later down to the actual platted units or parcel. The special benefits that justify imposing the assessment on the acreage include enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums when levied on the various platted units or parcels of property.

First the District Engineer identifies the CIP costs, then the Assessment Methodology Consultant allocates those costs and debt per acre (and later in the process, per parcel) for the provision of the systems and facilities, which constitute the CIP. The best determination involves whether there is a special benefit peculiar to such property, different in kind and degree than any general benefit, so long as the special benefit flows peculiar to the property as a logical connection from the components of the CIP. Then, a dollar amount of a proposed assessment is identified using various formulas. Then there is a determination of whether that dollar amount itself can be a first lien later to be levied on the platted units. Then there is an apportionment of the benefits so that no dollar amount as assessment exceeds any determination of special and peculiar benefit to the property and that the amount levied on different property owners is fair and reasonable.

The District Engineer determines the costs for the CIP and an estimate of the bond amount required to finance the CIP is calculated. The methodology associated with the CIP is a two-step process. First, the special and peculiar benefits of the CIP will be determined and imposed upon the undeveloped land within the District. Second, the per acre assessments previously imposed will be levied on and allocated to developed and platted parcels within assessment areas for the applicable phased units in accordance with the more specific uses and special benefits peculiar to each platted parcel in the supplemental assessment reports.

3.2 Initial Apportionment of Benefits

Initially, the District is comprised of a bundle of undeveloped acres with the potential for development pursuant to, and consistent with, the Ave Maria SRA, but upon the acquisition, construction, installation, equipping, operation and maintenance of certain infrastructure. The CIP identifies the master infrastructure improvements needed for the development pursuant to the Ave Maria SRA which will transform the undeveloped acres into developed platted parcels. Therefore, initially, there is a system of interlinked improvements necessary in order to develop each developable acre within the District and, because the specific development cannot be initially determined on any one acre of land, each acre of land benefits equally.

This "proportionate per acre" special benefit from the systems and facilities constituting the components of the CIP is illustrated by the fact that if all of the land were sold *in* its undeveloped state, its value to a willing buyer would be as a whole and would include the value of the land with development rights from the Ava Maria SRA, adjusted for the cost of development (of which the CIP would be a significant component) and further adjusted for parcel-specific development costs. Thus, each acre would be valued equally since, until development is located, development could occur on any one acre as on any other.

These special benefits are peculiar to the acres of property within the District, are assessed and imposed equally and are real though there is no platted parcel. As development occurs and development rights are absorbed by some acres and other acres are put to other uses, including public uses, the value of the remaining acres and acres put to other uses is adjusted to reflect the development rights (and corresponding infrastructure benefits) which have been used and the effect that those uses have on the remaining undeveloped acres. As supplemental assessment reports are issued, as described above, such reports will take into account the relative benefits derived from the use and enjoyment of the property which is given to the developed and platted property and that which is retained in the yet to be developed property.

The systems, facilities and services constituting the CIP result in special benefits peculiar to the property, whether the property is in acreage or in platted parcels. Such special and peculiar benefits include enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums. The dollar amount of these special and peculiar benefits is not known but is capable of being computed with mathematical certainty in the future. As of the date of this Third Sub-Master Methodology, the dollar amount of the special assessment levy per acre remains \$75,906 as outlined in the Master Methodology.

3.3 Assignment of Assessments

It is useful to consider three broad states or conditions of development within the District. The initial condition is the "unplatted state." At this point infrastructure may or may not be installed but in general, home sites or other development units have not been defined and all of the developable land within the District is considered unplatted acreage ("Unplatted Acres"). In the unplatted state, all of the lands within the District receive benefit from the components of the financed CIP and Assessments would be imposed upon all of the land within the District on an equal acre basis to repay the bonds.

The second condition is the interim or "approved state." At this point, a developer would have received approval for a site development plan from the County. By virtue of the County granting an approval for its site development plan for a neighborhood or non-residential land, certain development rights are committed to and peculiar to that neighborhood or non-residential land, thereby changing the character and value of the land by enhancing the capacity of the Unplatted Acres within a neighborhood or the non-residential land with the special and peculiar benefits flowing from components of the CIP and establishing the requisite logical connection for the flow of the special benefits peculiar to the property, while also incurring at the same time a corresponding increase in the responsibility for the payment of the levied Assessment to amortize its portion of the debt associated with those improvements.

Therefore, if the District has issued bonds to fund a portion of the CIP at the time a neighborhood or non-residential land receives site development plan approval, and such bonds are secured by Assessments levied in connection with a portion of the CIP that has or will benefit the lands within such area, the District will designate such area, or in combination with other such areas, as an assessment area, and, pursuant to a supplemental assessment report, allocate a portion of this debt to such assessment area in the "approved state". In all cases, appropriate credit shall be given for infrastructure comprising a portion of the CIP that is donated or contributed in lieu of assessments.

This apportionment of benefit in such supplemental assessment report shall be based on accepted practices for the fair and equitable apportionment of special and peculiar benefits in accordance with then applicable law and the procedure for the imposition, levy and collection of non-ad valorem special assessments as set forth in the Act and in conformity with the Constitution and law of the State applicable to such assessments.

Development enters its third and "platted state", as property is platted. Land becomes platted property ("Platted Property") when single family units are platted, or multifamily and non-residential land uses receive a building permit, and a separate tax parcel identification number is issued for such parcel. At this point, and only at this point, is the use and enjoyment of the property fixed and determinable and it is only at this point that the ultimate special and peculiar benefit can be determined flowing from the components of the CIP peculiar to such platted parcel. At this point, a specific apportionment of Assessment will be fixed and determinable from the supplemental assessment report.

3.4 Real Property Contributions

In order to implement the overall CIP, it is in the District's best interest to obtain certain parcels of real property. The cost of acquiring such property is incorporated and documented in the Supplemental Engineer's Report of project costs. The owner of the necessary real property has either transferred or will transfer title for such property to the District in return for a reduction or corresponding credit to special assessments that were levied upon benefited properties that received special and peculiar benefit. The calculated value of the initial SRA real property contribution was \$19,572,909. Therefore, that amount is reflected as a credit to the project cost, prior to financing to extinguish anticipated liens for certain properties and uses set forth in Table 4 on the next page.

Based on the foregoing and this special benefit analysis, each residential and non-residential use that is developed within the District will have some benefit arising from the original CIP. Table 4 below shows the combined special benefit apportionment percentage on a per unit basis for each unit within the Ave Maria SRA development program.

Special attention needs to be made with regard to any recreational or homeowner association facility currently planned for within the District. Those facilities directly received special and peculiar benefit from CIP. However, pursuant to Section 193.0235, Florida Statutes, the owner of the common elements that receive any special and peculiar benefit from the CIP, are exempt from assessments. Therefore, such facilities have not been included in this methodology and accordingly, any special and peculiar benefit flowing from the CIP is apportioned accordingly against the remaining assessable lands within the District.

Table 4 shows how the special and peculiar benefit from the CIP was apportioned pre-financing based on the benefit apportionment analysis above. The pre-financing allocation from the Ave Maria SRA CIP determines the amount of the real property contribution discussed above. The total debt allocation with the land contribution included as if financed is reallocated to the product types not being paid down by the land contribution. The total annualized par debt will be amortized by assessments based upon apportioned special and peculiar benefit and the gross annual assessment per unit is calculated.

Table 4. Ave Maria SRA Par Debt Allocation Initial Land Contribution

Land Use	Number of Units	Trip Generation Allocation %	Total Benefit Allocation (Pre-financing)	Adjusted Trip Generation Allocation %	Total Debt Allocation (Post Financing)	Total Par Debt Allocation Per Unit	Total Annualized Par Debt Assessment Allocation Per Unit	Gross Annual Assessment Per Unit (3)
Townhome	1,296	8.30%	\$7,807,892	10.47%	\$10,696,692	8,254	\$600	\$612
Carriage Home/Attached Villa	2,927	18.74%	\$17,634,027	23.66%	\$24,158,347	8,254	\$600	\$612
Detached Villa 46'/52'	2,027	24.94%	\$23,468,803	31.48%	\$32,151,901	15,862	\$1,152	\$1,176
Single Family 52'/55'	1,215	14.95%	\$14,067,388	18.87%	\$19,272,106	15,862	\$1,152	\$1,176
Single Family 60'/65'	288	3.54%	\$3,334,492	4.47%	\$4,568,203	15,862	\$1,152	\$1,176
Single Family 70'/75'	261	3.21%	\$3,021,883	4.05%	\$4,139,934	15,862	\$1,152	\$1,176
Single Family 90'	450	5.54%	\$5,210,144	6.99%	\$7,137,817	15,862	\$1,152	\$1,176
	8,464			100.00%	102,125,000			
Low Affordable Housing	900	2.10%	\$1,978,698					
ALF Apartments	450	0.25%	\$234,489					
Retail/Entertainment/Service	690,000	6.28%	\$5,910,397					
Professional Office	510,000	3.87%	\$3,640,462					
Hotel	400	3.89%	\$3,663,875					
Medical Facilities	35,000	0.80%	\$749,507					
Institutional - AM University	6,000	2.93%	\$2,758,185					
Private K-12 School	900	0.68%	\$637,295					
Total		100.00%	\$94,117,537					
					\$19,572,909 = Ave Maria Development Land Contribution			

(1) Trip generation allocation percentages to be completed and fully documented by Fishkind and Associates. Preliminary, Subject to Change
(2) Total Annualized Par Debt Allocation Per Unit sets N-T-E Maximum Assessment Cap. Preliminary, Subject to Change
(3) Adjusted Trip Generation Re-Allocation Post Land Contribution in lieu of Assessment. Grossed up for Collection Costs but Assumes as if Paid in November. Preliminary, Subject to Change

Source: First Sub-Master Assessment Methodology Report

As shown in Table 3 on page 4, the Master Developer is contemplating a second revision to the Ave Maria SRA which will add acreage and land uses to the northeast and northwest areas of the current SRA boundary within the District.

Table 5. Increased Commercial Square Feet/Unit Totals in Second SRA Revision

Source: First SRA Amendment and proposed Second SRA Amendment

Table 6. Remaining Master Improvements Project Cost Estimate

Source: Second Sub-Master Engineer's Report

Table 7. Ave Maria SRA Par Debt Allocation Additional Land Contribution

(1) Trip generation allocation percentages to be completed and fully documented by Real Estate Econometrics, Inc. Preliminary, Subject to Change

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The combined Ave Maria Development land contribution over the life of the Ave Maria SRA is estimated to be \$43,562,245.

3.5 Not to Exceed Par Debt and Assessment Calculations

The proposed Remaining Master Improvements Project shown in Table 6 on page 11 are anticipated to be financed with long term (30-year) bonds on the remaining 7,094 assessable residential units to be platted and developed in the District.

In order to determine the par debt and assessments required to finance the capital improvements, the \$171,159,348 total is increased by financing costs as shown in Table 8 below.

Allowances have been made for capitalized interest, debt service reserve fund, underwriter's discount, issuance costs, and rounding. The debt service reserve fund will be funded at the maximum annual debt service ("MADS"). The proposed bonds have been sized with an average projected coupon interest rate of 6.54%.

Table 8. Second SRA Revision Capital Costs as Financed

Financing	
Sources	
Par Amount	\$229,995,000.00
	\$229,995,000.00
Uses	
Construction/Acquisition Fund	\$171,159,347.99
Capitalized Interest Fund (2 Years)	\$29,832,651.45
Debt Service Reserve Fund @ MADS	\$17,502,456.50
Cost of Issuance	\$11,499,750.00
Rounding	\$794.06
	\$229,995,000.00

Source: MBS Capital Markets, LLC

Table 9 below shows the approximate maximum par debt totals and assessments required to amortize the total debt allocation over 30 years by product type. The total par debt per unit and the maximum net and gross annual debt service assessments represent a not to exceed cap for the different product types.

Table 9. Second SRA Revision Per Unit Not to Exceed Par Debt and Annual Assessments

Land Use	Number of Units	Adjusted Trip Generation Allocation %	Total Debt Allocation (Post Financing)	Total Par Debt Allocation Per Unit	Maximum Annual Debt Service Assessment	Gross Annual Assessment Per Unit (3)	MADS Total
Multi Family - 223	1,586	13.02%	\$29,952,607	\$18,886	\$1,443	\$1,560	\$2,288,598.00
Single Family - 210	5,508	86.98%	\$200,042,393	\$36,319	\$2,775	\$3,000	\$15,284,700.00
	7,094	100.00%	229,995,000				\$17,573,298.00
(1) Trip generation allocation percentages to be completed and fully documented by Real Estate Econometrics, Inc. Preliminary, Subject to Change							
(2) Total Annualized Par Debt Allocation Per Unit sets N-T-E Maximum Assessment Cap. Preliminary, Subject to Change							
(3) Adjusted Trip Generation Re-Allocation Post Land Contribution in lieu of Assessment. Grossed up for Collection Costs but Assumes as if Paid in November. Preliminary, Subject to Change							

Source: MBS Capital Markets, LLC, Real Estate Econometrics, and Institute of Traffic Engineers Traffic Generation Manual – 11th Edition

The levels of par debt and annual assessments will be determined when supplemental bond issues are required. The table above establishes the not to exceed caps on the maximum par debt and maximum annual debt service assessments for each product type.

The Maximum Annual Debt Service Assessment and the Gross Annual Assessment Per Unit shown include allowances for discounts allowed by Florida Law and collections costs related to the county tax collector and property appraiser, which are subject to change. Table 10 also represents a fair and reasonable allocation of the debt to be incurred by the District.

4.0 True Up Mechanism - Master Infrastructure

Until such time as bonds are issued, the lien of the Assessments *imposed* pursuant to this Third Sub-Master Methodology are inchoate ("Inchoate Assessments"), meaning that the lien of the Assessments cannot exceed the amount established hereby but that such lien will not be activated until bonds are issued which represent a charge and liability against the Inchoate Assessment amount. The Inchoate Assessment represents an upper limit on the Assessments. As bonds are issued and all, or a portion of, the Assessment becomes a liability for the repayment of a proportionate portion of the bonded debt, the Assessments are collectible to the extent set forth in the supplemental assessment report issued in correspondence to such bonds ("Funded Assessments").

In order to assure that the Funded Assessment per acre for the benefits from the CIP will not be disproportionately apportioned to any acre, each supplemental assessment report shall apply a "true up" test, to ensure that, due to the level of development on any one parcel of land, the Assessments on any other parcel of land cannot exceed the special and peculiar benefit which can be apportioned to such parcel in accordance with any then-applicable assessment methodology.

5.0 Assessment Determination

5.1 Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP constituting systems, facilities and services, which are provided in differing amounts, are dependent on the type of land use receiving the special benefits peculiar to those properties which flow from the logical relationship to the properties.

One example of this differentiation is the concept that various land uses will generate differing demands on the District's proposed roadway infrastructure. Another example is that it can be demonstrated that each land use will receive a different level of surface water benefit that relates to that land use's density and intensity of development.

These determinations are reviewed in the light of the special and peculiar benefits peculiar to the property which flow to the properties as a result of their logical connection from the improvements in fact actually provided. The special and peculiar benefits within an assessment area of a phased unit shall be determined relative to each parcel of land and identified for each improvement in accordance with a supplemental assessment report.

There are certain portions of the property such as public and private utility sites within the District boundary that will receive special and peculiar benefits in varying degrees from the component systems and facilities of the CIP. Those special and peculiar benefits will be determined in the future through supplemental assessment reports. One example of this type of property is the Lee County Electrical Coop power line easement and adjacent substation land that is there purely for the provision of electrical power to the site and related sites along their transmission system. Another example is the private utility company for the Ave Maria community that will provide water and wastewater treatment facilities.

The Board in its discretion may elect to exempt these properties from the duty to pay for the portion of the special and peculiar benefits and to the degree that this decision affects the payment of debt that funds these special and peculiar benefits, will seek to offset this reduced cash flow through other methods including a landowner's contribution of additional CIP infrastructure or real property .

6.0 Reasonable and Fair Apportionment of the Duty to Pay

The special and peculiar benefits from the component systems and facilities of the CIP have been determined and apportioned to the undeveloped land on an equal acre basis. As land receives certain development approvals as described in this Third Sub-Master Methodology, the benefits will be apportioned as provided in supplemental assessment reports.

The duty to pay the non-ad valorem special assessments during the initial period as set forth above is fairly and reasonably apportioned because the special and peculiar benefits to the property flowing from the acquisition and/or construction of the CIP (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the property according to the reasonable estimates of the special and peculiar benefits including enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums and conferred on the land as provided by the CIP for the reasons set forth above.

Accordingly, no acre of property within the District will be assessed for the payment of any non-ad valorem special assessment pursuant to this Third Sub-Master Methodology in an amount greater than the determined special benefit peculiar to that property and having a nexus to the value of the property or the use and enjoyment thereof.

7.0 Assessment Roll

The debt associated with the CIP was initially distributed on an equal acreage basis across all of the undeveloped acreage within the District. At the time the property is platted, the assessments will be determined and assessed in the manner described herein and as provided for in the supplemental assessment reports.

Appendix I on the next page shows the current assessments on a remaining per unplatted acre basis for the remaining CIP. The acreage shown represents 100% of the unplatted acreage within the Ave Maria SRA.

Appendix II on page 16 shows a map of the unplatted acres receiving liens.

APPENDIX 1

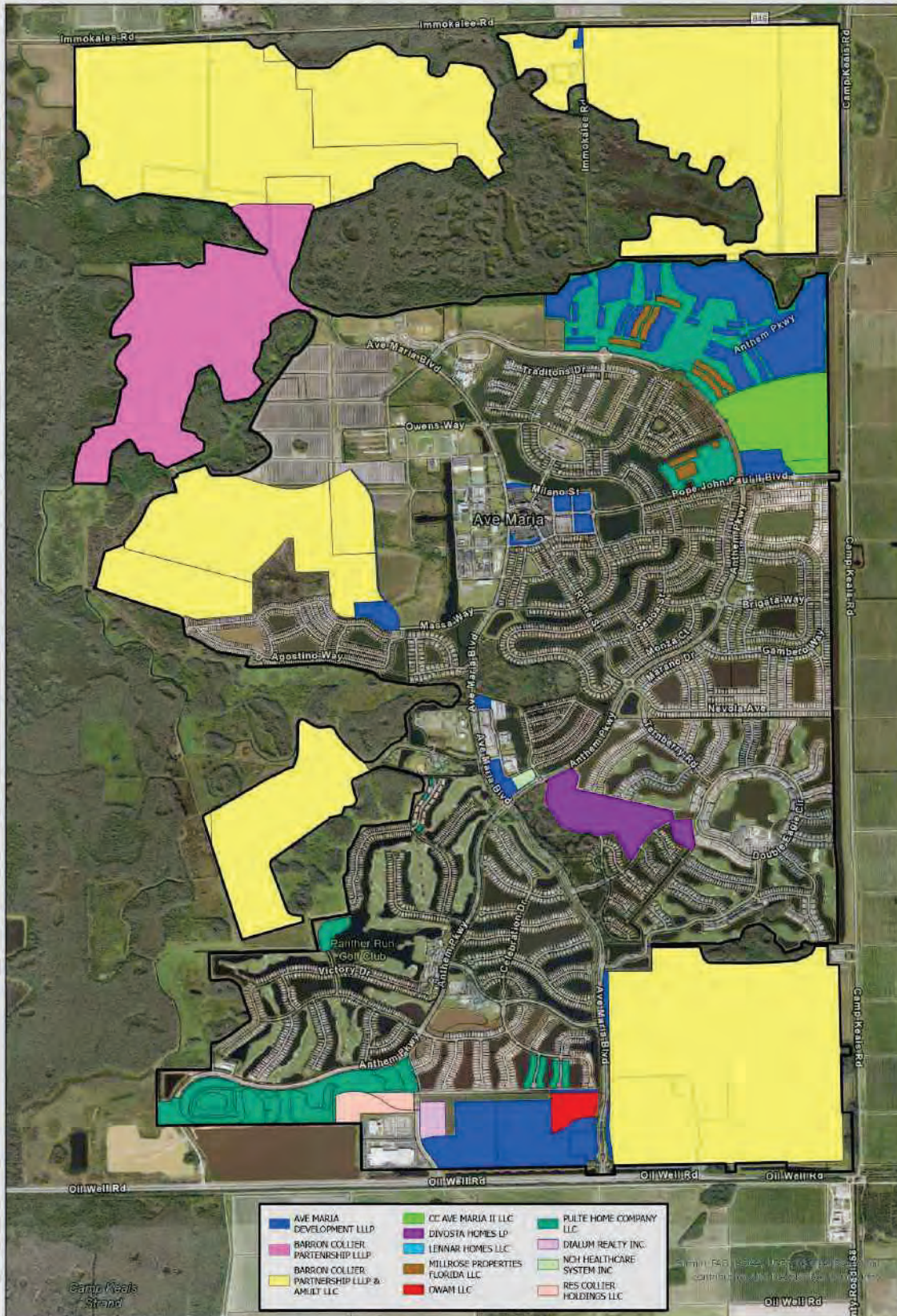
Per Unplatted Acre Assessment Roll including expanded Ave Maria SRA Acreage

FLN	ACRES	OWNER	PAR ALLOCATION
00138600301	4.98	AVE MARIA DEVELOPMENT LLLP	\$353,547.17
00227004009	39.55	AVE MARIA DEVELOPMENT LLLP	\$2,808,050.98
00227006405	54.22	AVE MARIA DEVELOPMENT LLLP	\$3,849,262.52
22671002800	1.10	AVE MARIA DEVELOPMENT LLLP	\$78,092.75
22671004303	1.33	AVE MARIA DEVELOPMENT LLLP	\$94,421.23
22671200026	2.84	AVE MARIA DEVELOPMENT LLLP	\$201,621.28
22671200123	3.06	AVE MARIA DEVELOPMENT LLLP	\$217,172.93
22671200220	3.44	AVE MARIA DEVELOPMENT LLLP	\$244,217.32
00138601038	5.95	AVE MARIA DEVELOPMENT LLLP	\$422,077.39
00138601504	6.16	AVE MARIA DEVELOPMENT LLLP	\$437,426.49
00138440105	1.53	AVE MARIA DEVELOPMENT LLLP	\$108,293.75
00226320506	0.79	AVE MARIA DEVELOPMENT LLLP	\$56,205.90
00138602202	0.60	AVE MARIA DEVELOPMENT LLLP	\$42,596.04
22671005603	1.43	AVE MARIA DEVELOPMENT LLLP	\$101,184.29
00226320603	9.69	AVE MARIA DEVELOPMENT LLLP	\$687,706.97
00138602600	156.31	AVE MARIA DEVELOPMENT LLLP	\$11,096,979.44
22671000394	7.93	AVE MARIA DEVELOPMENT LLLP	\$562,710.49
22671201902	1.73	AVE MARIA DEVELOPMENT LLLP	\$122,818.59
22671201805	1.63	AVE MARIA DEVELOPMENT LLLP	\$115,719.25
22671202008	2.91	AVE MARIA DEVELOPMENT LLLP	\$206,590.81
22671201119	1.73	AVE MARIA DEVELOPMENT LLLP	\$122,818.59
00138521338	324.84	BARRON COLLIER PARTENRSHIP	\$23,061,603.80
22671005506	34.43	BARRON COLLIER PARTNERSHIP, LLLP & AMULT, LLC	\$2,444,247.02
00115280003	1.74	BARRON COLLIER PARTNERSHIP, LLLP & AMULT, LLC	\$123,805.26
00138480107	420.35	BARRON COLLIER PARTNERSHIP, LLLP & AMULT, LLC	\$29,842,181.57
00138440008	248.30	BARRON COLLIER PARTNERSHIP, LLLP & AMULT, LLC	\$17,627,869.91
00226440004	169.05	BARRON COLLIER PARTNERSHIP, LLLP & AMULT, LLC	\$12,001,525.14
00226360207	77.91	BARRON COLLIER PARTNERSHIP, LLLP & AMULT, LLC	\$5,530,927.61
00226240204	514.61	BARRON COLLIER PARTNERSHIP, LLLP & AMULT, LLC	\$36,533,717.77
00226440114	201.34	BARRON COLLIER PARTNERSHIP, LLLP & AMULT, LLC	\$14,293,581.74
00138560001	463.56	BARRON COLLIER PARTNERSHIP, LLLP & AMULT, LLC	\$32,909,945.32
00138601025	80.41	CC AVE MARIA II LLC	\$5,708,571.67
00138601708	5.84	CC AVE MARIA II LLC	\$414,875.97
00226446008	59.32	DIVOSTA HOMES LP	\$4,211,023.12
22435008244	10.00	DIALUM REALTY INC	\$709,934.07
00227006308	5.83	RES COLLIER HOLDINGS LLC	\$413,891.56
22435008066	14.72	RES COLLIER HOLDINGS LLC	\$1,045,022.95
22671202105	3.00	NCH HEALTHCARE SYSTEM INC	\$212,980.22
00138602503	5.32	MILLROSE PROPERTIES FLORIDA LLC	\$377,684.92
00138602707	15.52	MILLROSE PROPERTIES FLORIDA LLC	\$1,101,817.68
00227006609	15.63	OWAM LLC	\$1,109,326.06
22687000029	0.79	PULTE HOME COMPANY LLC	\$56,084.79
00227082005	10.23	PULTE HOME COMPANY LLC	\$726,613.29
22671200660	0.50	PULTE HOME COMPANY LLC	\$35,498.30
00226440127	4.69	PULTE HOME COMPANY LLC	\$333,028.91
00227081006	23.25	PULTE HOME COMPANY LLC	\$1,650,437.53
00227006007	4.88	PULTE HOME COMPANY LLC	\$346,645.51
00227082102	1.94	PULTE HOME COMPANY LLC	\$137,492.34
00227082209	0.86	PULTE HOME COMPANY LLC	\$60,702.36
00227082403	18.52	PULTE HOME COMPANY LLC	\$1,314,797.90
00226440130	16.41	PULTE HOME COMPANY LLC	\$1,165,042.06
00227082306	9.28	PULTE HOME COMPANY LLC	\$658,886.56
00226441809	0.59	PULTE HOME COMPANY LLC	\$41,595.40
00227004106	4.69	PULTE HOME COMPANY LLC	\$333,100.42
00138602406	21.22	PULTE HOME COMPANY LLC	\$1,506,321.73
00138602804	124.94	PULTE HOME COMPANY LLC	\$8,870,038.74
29817034347	2.14	PULTE HOME COMPANY LLC	\$151,905.10
29817035061	4.96	PULTE HOME COMPANY LLC	\$352,127.30
29817034347	2.03	PULTE HOME COMPANY LLC	\$144,140.06
22673901365	7.13	PULTE HOME COMPANY LLC	\$506,494.17
GRAND TOTAL	3,239.67		\$229,995,000.00
		Par Allocation Per Acre:	\$70,993.41

1. Acreages reported hereon include only that portion of each folio within the Ave Maria SRA line as depicted on the map titled "Unplatted Future Development Land within the SRA, based on the 2025 Tax Roll".

2. Acreages reported hereon are calculated based on Collier County Property Appraiser GIS linework, and may vary slightly from the acreages stated on either the Property Appraiser Property Summary Page or surveys or legal descriptions of the subject properties.

Unplatted Future Development Land Within the SRA Based on 2025 Tax Roll



Attachment D

FOURTH REVISED OPERATIONS & MAINTENANCE ASSESSMENT METHODOLOGY REPORT FOR THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

August 5, 2025

Prepared for

**Board of Supervisors
Ave Maria Stewardship Community District**

Prepared by



Real Estate Econometrics, Inc.

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FOURTH REVISED OPERATIONS & MAINTENANCE ASSESSMENT METHODOLOGY REPORT FOR THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

1.0 Introduction

1.1 Purpose

This report (the “Fourth Revised O&M Assessment Methodology”) amends the original Operations & Maintenance Assessment Methodology Report (“Original O&M Methodology”) dated and approved July 5, 2007, the First Revised Operations & Maintenance Methodology Report dated and approved May 30, 2017, the Second Revised Operations & Maintenance Methodology Report dated and approved June 23, 2021 and the Third Revised Operations & Maintenance Methodology Report dated and approved July 2, 2024, by the Ave Maria Stewardship Community District (“District”) Board of Supervisors (“Board”). The Original O&M Methodology was designed to apply the annual Operations and Maintenance budget (“O&M Budget”) incurred by the District to provide certain operating and maintenance services to properties in the District.

Since the adoption of the Original O&M Methodology, the Town of Ave Maria’s (“Ave Maria”) build out development program has changed from the original estimation to its current program due to evolving market conditions. Ave Maria has since added to the Ave Maria Stewardship Receiving Area (“Ave Maria SRA”) through Collier County Ordinance 2023-119 as described in Section 1.2 of this report.

The District is codifying the three-year stairstep increase to the annual operations & maintenance (“O&M”) assessment as approved by the Board on July 2, 2024 and the addition of reserves through this methodology. The District has engaged Real Estate Econometrics, Inc. (“Consultant”) to develop the revised methodology.

1.2 Background

The acreage contained within the Town of Ave Maria “Ave Maria” is completely within the boundaries of the District. Ave Maria is a mixed-use community in unincorporated Collier County (“County”), Florida. The Collier County Board of County Commissioners granted certain development rights for the anticipated development within the District.

Ave Maria has been under development for almost 20 years. When complete, Ave Maria will have a variety of multi-family and single-family product types, commercial/retail space, office space, schools, churches, a university and recreational opportunities.

On June 13, 2023, the Collier County Board of County Commissioners passed Resolution 2023-119 that amended Resolution Nos. 2004-89 and 2005-234A, making the following changes to the Ave Maria Stewardship Receiving Area ("SRA"):

- Revised the existing University District and Neighborhood General District and added a new Town Center, Neighborhood General, and University District.
- Expanded the Ave Maria SRA to include 325-acres (+/-) in the northwest area of the District and 540-acres (+/-) in the southeast area of the District.
- Increased the Ave Maria SRA from 4,000 acres to 5,000 acres and did not increase the total number of residential units or commercial intensity.

Table 1 below outlines the Ave Maria build out development program that includes the 2023 SRA Revision development plan.

Table 1. The 2024 Revised Ave Maria Build Out Development Program

Land Use	Number of Units
Residential*	10,350
Apartments	602
Middlebrook - Affordable Housing	48
ALF Apartments	275
Goods and Services	1,078,943
Mini Warehouse (Self Storage)	40,400
Light Manufacturing	711,000
Hotel	300
Institutional - AM University	2,000
Private K-12 School	900

*- Includes townhomes, attached villas, condominiums, duplexes, carriage homes, single family homes and detached villas.
Source: Developer

The District is also codifying the stairstep assessment increase over three years that was approved at the July 2, 2024, meeting and adding reserves to the O&M methodology.

1.3 Use of Specific Numbers within the Tables of the O&M Budget Assessment Methodology

Great diligence has been used to define the components of the build out development program defined in Table 1 (the “Development Program”), the estimated O&M Budget shown in Table 2, and the Assessment Apportions shown in Tables 3 through 5. The Ave Maria build out Development Program, the O&M Budget, and the resulting allocations are subject to change. They are used within this report to illustrate the application of the algorithms and principles used in establishing this Third Revised O&M Assessment Methodology.

2.0 The District Operations & Maintenance Budget at Build Out

The District Manager and Master Developer have identified certain operations and maintenance budget items that may be provided by the District and has provided a cost estimate at the time of the Community’s build out for each of those items to the Consultant. In order to establish the assessment methodology by which the benefiting properties will receive their apportioned assessment, the Consultant utilized the District’s estimated O&M Budget at build out in its assessment methodology to determine the potential O&M Budget assessments at build out. Details of the District’s O&M Budget at build out can be found in Table 2 on the next page.

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Table 2. District's 2024 Estimated O&M Budget at Build Out¹

OPERATIONS AND MAINTENANCE	2024 Estimate
Electric - Streetlights and Landscaping	300,000
Roads - General Maintenance	0
Roads - Street Sweeping	100,000
Roads - Striping & Traffic Markings	350,000
Roads - Street Light Maintenance	300,000
Roads - Sidewalk/Curb Repairs	200,000
Roads - Signage Repair	250,000
Landscape - Maintenance Contracts	1,800,000
Landscape - Tree Trimming	300,000
Landscape - Plant Replacement	400,000
Landscape - Mulch & Miscellaneous	350,000
Landscape - Storm Cleanup	400,000
Lakes - Maintenance & Littorals	200,000
Lakes - Aerators	25,000
Lakes - Aquatic Replacements	75,000
Drainage - Storm Drain Cleaning	100,000
Environmental - Preserves Maintenance	450,000
Environmental - Mosquito Control	0
Environmental - Pest/Rodent Control	40,000
Utilities - Irrigation Water	225,000
Utilities - Irrigation Repair	350,000
Utilities - Entry Feature Water	10,000
Maintenance - Operations Team (8 ppl)	995,000
Maintenance - Vehicle Lease/Fuel Repairs	60,000
Maintenance - Entry Fountain	175,000
Maintenance - Equipment Repair	20,000
Maintenance - Misc. Repairs	15,000
Maintenance - Small Tools	20,000
Admin - Management Team (5 ppl)	815,000
Admin - Assessment Roll	30,000
Admin - Website	25,000
Admin - Payroll	63,000
Admin - Maintenance Technicians	0
Admin - Office Lease	30,000
Admin - Office Utilities	27,500
Admin - Administrative Supplies	10,000
Admin - Insurance	250,000
Admin - Taxes & Licenses	1,000
Admin - Vehicle Lease/Fuel/Repairs	0
Reserves	
Contingency	75,000
TOTAL EXPENDITURES	\$ 8,836,500

Source: District Manager and Master Developer

¹ Note build out budget reflected herein does not include the area added to the District boundary in 2023 pursuant to Chapter 2023-333, Law of Florida.

3.0 O&M Estimated Budget at Build Out Assessment Methodology

3.1 Structure

The Operations and Maintenance Budget Assessment Methodology is a two-step process. First the District Manager and Master Developer determine the costs for the District's annual O&M Budget at build out (shown in Table 2 on the previous page) of the community and provides those costs to the Consultant. Second, the Consultant determines the special and peculiar benefits that flow from the operations and maintenance services from the District's O&M Budget to the benefiting properties within the District. The Consultant then determines the special and peculiar benefits that flow to the properties and their fair and reasonable allocation. The O&M Budget assessment methodology report detailed herein provides the mechanism by which the assessments from the District's O&M Annual Estimated Budget were allocated and the special and peculiar benefits were apportioned to the benefiting properties within the District for levy and collection. The District Board of Supervisors ("Board") makes the final determinations with regard to the special and peculiar benefits and the fair and reasonable allocation of the O&M Assessments.

3.2 Assessment Allocation

The District is undertaking the responsibility of providing the O&M Budget for its master infrastructure that supports vertical development within Ave Maria. As designed, the District infrastructure is an integrated system of improvements that confer special and peculiar benefits to the lands within the District. Logically, the O&M Budget supporting the District infrastructure also confers special and peculiar benefits to the lands within the District.

3.3 The Estimated O&M Budget Assessments at Build Out

The District shall allocate the costs to provide the operations and maintenance of its master infrastructure to the Development Program. In the case of the District's First Sub-Master Final Supplemental Assessment Methodology Report adopted by the AMSCD Board of Supervisors on December 20, 2006, the primary measurement is trip generation since the Ave Maria Capital Improvement Program described in the Master Engineer's Report dated May 2, 2006, (the "Capital Improvement Program") is heavily focused on the provision of transportation infrastructure and its related uses such as the master irrigation system parallel the transportation system. In addition, the roadway water is channeled through a series of drainage structures in the roads through pipes to the water management system. The Consultant therefore utilized the same methodology with regard to assessing the O&M Budget to the benefiting properties.

The Consultant utilized trip generation figures from the most recent Institute of Transportation Engineers (“ITE”) trip generation book (11th Edition) as applied to the various land categories being developed within the District as noted in Table 3 below.

Table 3. Trip Generation Rates for District Land Use Types

Product Type	Number of Units	ITE Code	Trips Per Unit	Total Number of Trips	Percent of Total Trips
Residential*					
Residential	10,350	210	9.430	97,601	78.26%
Apartments	602	220	5.440	3,275	2.63%
Middlebrook - Affordable Housing	48	230	4.810	231	0.19%
ALF Apartments	275	254	2.020	556	0.45%
Commercial					
Goods and Services	1,078,943	710	0.011	11,868	9.52%
Mini Warehouse (Self Storage)	40,400	151	0.001	59	0.05%
Light Manufacturing	711,000	140	0.005	3,377	2.71%
Hotel	300	310	7.990	2,397	1.92%
Institutional - AM University	2,000	550	1.560	3,120	2.50%
Private K-12 School	900	532	2.480	2,232	1.79%
Totals				124,715	100.00%

* - Includes townhomes, attached villas, condominiums, duplexes, carriage homes, single family homes and detached villas.

Source: Institute of Transportation Engineers 11th Edition

From there, the Consultant applied an internal trip generation discount that was used in the original bond issues and O&M methodology to the appropriate uses within the District where many of those trips will remain within each development node and will not have to go out to the main roadways within the District to get to services since Ave Maria is designed as a “walkable community”. See Table 4 on the next page for external trip generation analysis.

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Table 4. Adjusted Trip Generation Rates for District Land Use Types.

Product Type	Number of Units	ITE Code	Trips Per Unit	Total Number of Trips	External Trip Generation	Adjusted Trips Generated	Trip Generation Allocation %
Residential*							
Residential	10,350	210	9.430	97,601	50.00%	48,800	85.33%
Apartments	602	220	5.440	3,275	75.00%	819	1.43%
Middlebrook - Affordable Housing	48	230	4.810	231	80.00%	46	0.08%
ALF Apartments	275	254	2.020	556	75.00%	139	0.24%
Commercial							
Goods and Services	1,078,943	710	0.011	11,868	80.00%	2,374	4.15%
Mini Warehouse (Self Storage)	40,400	151	0.001	59	50.00%	29	0.05%
Light Manufacturing	711,000	140	0.005	3,377	5.00%	3,208	5.61%
Hotel	300	310	7.990	2,397	70.00%	719	1.26%
Institutional - AM University	2,000	550	1.560	3,120	84.00%	499	0.87%
Private K-12 School	900	532	2.480	2,232	75.00%	558	0.98%
Totals				124,715		57,192	100.00%

* - Includes townhomes, attached villas, condominiums, duplexes, carriage homes, single family homes and detached villas.
Source: Institute of Transportation Engineers 11th Edition and Consultant.

The Consultant calculated the percentage of trips that represent the portion of the special and peculiar benefit apportioned to the residential housing, assisted living units, apartments, the retail/entertainment/service component, professional office, light manufacturing/industrial, hotel, medical facilities, Ave Maria University and the K-12 school. The O&M Budget with and without the early payment discount was then allocated by the percentage of benefit received.

3.4 O&M Budget Allocation at Build Out

Based on the foregoing and this benefit analysis, each residential and non-residential use that is developed within the District will have some benefit arising from the District's infrastructure and its related O&M Budget. Table 5 on the next page shows the combined O&M Budget benefit allocation at Build Out on a per unit basis for each unit within the Development Program. The table shows both the net and gross assessment per unit.

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Table 5. O&M Budget Benefit Allocation per Unit at Build Out

Product Type	Number of Units	Total Benefit Allocation	Unit Net O&M Assessment	Revised Per Unit Gross O&M Assessment with 4% Discount
Residential*				
Residential	10,350	\$7,539,968	\$728.50	\$787.57
Apartments	602	\$126,498	\$210.13	\$227.17
Middlebrook - Affordable Housing	48	\$7,135	\$148.64	\$160.69
ALF Apartments	275	\$21,457	\$78.03	\$84.35
Commercial				
Goods and Services	1,078,943	\$366,749	\$0.34	\$0.37
Mini Warehouse (Self Storage)	40,400	\$4,526	\$0.11	\$0.12
Light Manufacturing	711,000	\$495,718	\$0.70	\$0.75
Hotel	300	\$111,106	\$370.35	\$400.38
Institutional - AM University	2,000	\$77,130	\$38.56	\$41.69
Private K-12 School	900	\$86,215	\$95.79	\$103.56
Totals		\$8,836,500		

* - Includes townhomes, attached villas, condominiums, duplexes, carriage homes, single family homes and detached villas.

Source: District Manager, Master Developer and Real Estate Econometrics, Inc.

The special benefits, use and enjoyment that flow from sustained quality maintenance and operations of the District are the same for each residential parcel of property regardless of size and land use.

4.0 Stairstep Assessment Increase

At the District's preliminary budget adoption meeting on July 2, 2024, the Board approved a three-year stairstep approach to the increase annual operations & maintenance assessment increase proposed for Fiscal Year 2024-2025. The increase is \$102.19 per year. Table 6 below shows the stairstep annual O&M assessment by year.

Table 6. O&M Gross Assessment Spread Over 3 Years

November 2023	November 2024	November 2025	November 2026
\$481.00	\$583.19	\$685.38	\$787.56

Note: Does not include potential changes to the Consumer Price Index (CPI)

5.0 Establishment of a Reserve Account

The District is establishing a reserve account to fund the future replacement of various infrastructure items that are approaching the later stages of their useful life. The District is seeking to maintain a reserve account in order to fund future capital items replacement and repair. As with the current O&M methodology described previously in this Fourth Revised O&M Methodology, the reserve account will be funded through additional assessments based on trip generation since the Ave Maria Capital Improvement Program is heavily focused on the provision of transportation infrastructure and its related uses such as the master irrigation system that is parallel to the transportation system. In addition, the roadway water is channeled through a series of drainage structures in the roads through pipes to the water management system.

Previously, Table 3 and Table 4 established the method for allocating the special benefit by product type for the operations and maintenance of the District's capital assets. The District enlisted the services of Reserve Advisors to prepare a report ("reserve study") on the assets of the District. The reserve study was delivered to the District on January 2, 2025.

The District prepared a cash flow report based on that study to determine what annual reserve assessments by product type are needed to keep the reserve account neutral to positive. The cash flow analysis determined that an annual total reserve benefit allocation of \$1,700,000 is required to maintain the reserve account in a neutral to positive position on an annual basis through the next 30 years. This Fourth Revised O&M Methodology determines the annual assessments required to maintain the reserve account in a neutral to positive position are shown in Table 6 below.

Table 6. Reserves Benefit Allocation and Assessment per Unit

Land Use	Number of Units	Total Benefit Allocation	Per Unit Reserve Assessment**
Residential*	10,350	\$1,450,568	\$140.15
Middlebrook - Affordable Housing	48	\$1,373	\$28.60
Apartments	602	\$24,336	\$40.43
ALF Apartments	275	\$4,128	\$15.01
Goods and Services	1,078,943	\$70,557	\$0.07
Mini Warehouse (Self Storage)	40,400	\$871	\$0.02
Light Manufacturing	711,000	\$95,368	\$0.13
Hotel	300	\$21,375	\$71.25
Institutional - AM University	2,000	\$14,839	\$7.42
Private K-12 School	900	\$16,586	\$18.43
Total		\$1,700,000	

* - Includes townhomes, attached villas, condominiums, duplexes, carriage homes, single family homes and detached villas.

** - Net of Collection Costs.

Source: District Manager, Master Developer, Reserve Study and Real Estate Econometrics, Inc.

6.0 Consumer Price Index Multiplier

In order to allow for price increases in services and parts, the Consultant recommends that the build out budget as shown in Table 2 be adjusted by a consumer price index multiplier so that the budget keeps up with inflation and other economic adjustments. The Consultant recommends using the United States Bureau of Labor Statistics consumer price index for Urban Wage Earners and Clerical Workers in the Southeast Region. The March year over year CPI for that category should be used as the multiplier since it will allow for the calculation of the O&M Budget prior to the next fiscal year's preliminary budget approval meeting in May/June.

7.0 Reasonable and Fair Allocation of a special and peculiar benefit and Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the District's O&M Budget is expressed in Table 5 above.

The determination has been made that the duty to pay the non-ad valorem special assessments and the determined O&M Budget special and peculiar benefits are fairly and reasonably apportioned because the special and peculiar benefits to the property deriving from the O&M Budget (and the concomitant responsibility for the payment of the resultant and allocated O&M Budget) have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with each land use category.

Accordingly, no acre or parcel of property within the boundary of the District will be assessed for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

The per unit allocation amounts in Table 5 and Table 6 represent the anticipated per unit O&M and Reserve allocations assuming all anticipated land uses and units are built out in the proportions planned. If the anticipated amount of land uses and units were to change, then the allocations will change accordingly.

8.0 Clarifications and Amplifications

All assessments levied run with the land. It is the responsibility of the landowner of record to make or cause to be made any required payments due. The District will not release any liens on property for which payments are due until provision for such payment has been satisfactorily made.

The owner of record at the time the annual O&M Budget assessment roll is adopted and when assessments are due will have the responsibility to make the assessment payments. In all cases, payments must be made to enable the District to meet its O&M Budget obligations.

(Rest of Page left intentionally blank)

**ADDENDUM TO PROPOSAL BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT (“DISTRICT”) AND TREBILCOCK CONSULTING SOLUTIONS, P.A.
 (“CONSULTANT”)
FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES**

District:	Ave Maria Stewardship Community District	Consultant:	Trebilcock Consulting Solutions, P.A.
Mailing Address:	2501A Burns Road Palm Beach Gardens, Florida 33410	Mailing Address:	2800 David Boulevard, Suite 200 Naples, Florida 34104
Phone:	(561) 630-4922	Phone:	(239) 566-9511

The following provisions govern that Proposal, dated August 19, 2026, submitted by the Consultant, and attached hereto as **Exhibit A** (hereinafter referred to as the “Proposal,” and as modified by this Addendum, the “Agreement”) for Professional Traffic Engineering Services:

1. Compensation shall be as provided in the Proposal. Payment shall be made, and invoices shall be rendered in accordance with Florida’s Prompt Payment Act, sections 218.70 through 218.80, *Florida Statutes*. Any increases in price must be approved in writing by the District.
2. The Consultant or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Workers’ Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Consultant legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors’ operation.
 - c. Professional Liability Insurance.
 - d. If any automobiles are to be used on the District’s property, Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 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 Consultant of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants, agents, and supervisors shall be named as additional insureds (for all coverages except professional liability insurance and workers’ compensation coverage). The Consultant 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 coverage, 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.

3. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Consultant pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
4. Consultant shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Consultant’s negligent actions or inactions. Consultant shall defend, indemnify, and hold harmless the District and the District’s officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney’s fees, paralegal fees and expert witness fees and costs, to the extent caused, wholly or in part, by any negligent acts or omissions of the Consultant and persons employed or utilized by the Consultant in the performance of the Agreement.

5. It is understood and agreed that at all times the relationship of Consultant and its employees, agents, successors, assigns or anyone directly or indirectly employed by Consultant to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Consultant or any of its employees, agents, successors, assigns or anyone directly or indirectly employed by Consultant. The parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall hire and pay all of Consultant's or its employees, agents, successors, assigns or anyone directly employed by Consultant, all of whom shall be employees of Consultant and not employees of the District and at all times entirely under Consultant's supervision, direction, and control. The Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant, if there are any, in the performance of the Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Consultant shall have no authority to represent the District as an agent, employee, or in any other capacity.
6. In performing its obligations under the Agreement, Consultant and each of its employees, agents, subcontractors, or anyone directly employed by Consultant shall comply with, and all services rendered shall comply with, all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. Consultant shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Consultant shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment, and other property.
7. Consultant agrees that nothing in the Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.
8. Consultant understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Consultant acknowledges that the designated public records custodian for the District is **Allyson Holland** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant 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 the Consultant 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 Consultant'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 the Consultant, the Consultant 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 THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922; AHOLLAND@SDSINC.ORG; OR 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

9. The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Consultant 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. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Consultant has knowingly violated Section 448.091, *Florida Statutes*.

If the Consultant anticipates entering into agreements with a subcontractor for the Work, Consultant will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Consultant has otherwise complied with its obligations hereunder, the District shall promptly notify the Consultant. The Consultant agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Consultant or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

10. The Consultant agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.
11. By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
12. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Proposal, this Addendum controls.
13. This Addendum and the Agreement shall be deemed effective as of the date of the full execution of this Addendum.

**TREBILCOCK CONSULTING SOLUTIONS,
P.A.**

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

By:_____
Its:_____
Date:_____

Chairperson, Board of Supervisors
Date:_____

Exhibit A: Proposal

EXHIBIT A



TREBILCOCK

CONSULTING SOLUTIONS

August 19, 2026

Allyson Holland, PE
District Manager
Ave Maria Stewardship Community District
5050 Annunciation Circle, Suite 101
Ave Maria, FL 34142
D 239.597.3111
E aholland@sdsinc.org

**Subject: Ave Maria Golf Cart Ordinance Update, Collier County, Florida
Transportation Consulting Professional Services Agreement**

Dear Ms. Holland:

Trebilcock Consulting Solutions, PA (TCS) is pleased to submit a proposal to provide Transportation Consulting Professional Services to update to the Ave Maria Golf Cart Ordinance for the community in Collier County, Florida. TCS prepared the study for the Collier County Ordinance 2016-14, and will now prepare the study for the required ordinance update.

Please review the attached Scope of Services and Fee Schedule outlining the tasks that will be performed for the subject project. Also included are TCS' Standard Business Terms & Conditions and Standard Rate Code.

Thank you for the opportunity to provide our services on your project.

Sincerely,

Trebilcock Consulting Solutions, PA

Norman J. Trebilcock, AICP, PTOE, PE
President



PROJECT INFORMATION AND ASSUMPTIONS

- Peninsula Engineering is the engineer on the project, preparing the engineering elements.
- The purpose of this project is to study whether golf carts can continue to travel safely on roads, streets and paths located in the Town of Ave Maria. Speed, volume, and the character of motor vehicle traffic will be considered.
- The first ordinance was prepared in 2016. The Town of Ave Maria has grown significantly since then, and current and future roadways have been identified for golf cart traffic. In addition, the Town of Ave Maria would like to require golf carts to use a multi-use path along the roadway, versus driving on the roadway.
- Existing and proposed roadway information will be provided by Peninsula Engineering.
- Client to provide a copy of all relevant permits, reports, approvals, and other related documents for the Project.

SCOPE OF SERVICES

1. General Consultation Services

- A. Assist client with transportation services related to golf cart operations on community roadways in Ave Maria, in accordance with Collier County guidelines.
- B. Coordinate with County Transportation staff to coordinate on applicable transportation issues.

2. Conduct Traffic Speed Evaluation (by subconsultant, no markup)

- A. Conduct traffic speed evaluation with tube counters (72-hour) for identified locations within the community.
- B. Prepare a letter report of findings based on the data collected.

3. Prepare Traffic Analysis and Follow Up

- A. Meet with county staff and establish a methodology for conducting the evaluation.
- B. Review community traffic and roadway data to determine suitability of proposed golf cart usage.
- C. Prepare a letter report of findings based on a consideration of the speed, volume and character of motor vehicles using the streets.
- D. Prepare and submit support documents regarding project transportation issues based on requests for additional information by Peninsula Engineering Staff.

4. Public Hearing Attendance

- A. Attend the Collier County Planning Commission and Board of County Commissioners meetings to represent the project regarding transportation issues.
- B. Coordinate with the project team and Collier County staff regarding transportation follow-up issues as a result of the public hearing process.



PROFESSIONAL SERVICE FEES

1. **Reimbursable Expenses** are billed as T/M/E (Time and Materials Estimate). Expenses for blueprints, reproduction services, overnight delivery, courier service, and other project related charges will be billed at cost plus 10%.
2. **Retainer/Payment.** The client will pay a retainer to Consultant for the Services in the amount of \$ N/A . This fee shall be payable upon contract signing (invoice will be provided). Client shall pay additional fees, if any, upon presentation of a billing statement by Consultant, and the retainer will be applied to project final billing.
3. **Scope of Services** will be provided based on the following fee structure:

TASK	SCOPE OF SERVICES	FEE TYPE	FEE
1	General Consultation Services	TM	\$ 2,500.00
2	Conduct Traffic Speed Evaluation (by subconsultant, no markup)	TM	\$ 7,500.00
3	Prepare Traffic Analysis and Follow Up	LS	\$ 7,500.00
4	Public Hearing Attendance	TM	\$ 3,000.00
TOTAL			\$ 20,500.00

LS or FF = Lump Sum or Fixed Fee; TM = Time and Materials fee

EXCLUDED SERVICES

The professional services to be provided by Trebilcock Consulting Solutions are limited to those described in the Scope of Services. All other services are specifically excluded, including, but not limited to the following items:

- Construction Phase Services.
- Environmental Services.
- Fair Share Analysis.
- Final Design Roadway Improvement Services.
- Geotechnical Engineering Services.
- Hydrogeological Services.
- Intersection Analysis Services.
- Land Surveying Services.
- Landscape Services.
- Off-site Street Lighting or Roadway Improvement Services.
- Parking Needs Services.
- Permitting Services: Local, State, Other Agency
- Site Design Services.
- Street or Site Lighting Construction Drawings (pipe/wire/ service point) Services.
- Structural Engineering Services.



PROFESSIONAL SERVICES AGREEMENT AUTHORIZATION

This is to certify that all parties to the Agreement have accepted the Scope of Services, Standard Business Terms and Conditions, and Standard Rate Code described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the last date shown below.

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

TREBILCOCK CONSULTING SOLUTIONS, PA

Allyson Holland

Date

Norman J. Trebilcock

8/19/2026

Date

REQUIRED BILLING INFORMATION

Please fill in the information below to ensure invoicing accuracy. **Note:** Invoices will be emailed to the email address provided under **Accounts Payable Information**, unless otherwise requested.

INVOICE ADDRESSEE INFORMATION		ACCOUNTS PAYABLE INFORMATION	
Company		Contact	
Contact		Phone No.	
Street Address		Fax No.	
City, State, Zip		Email Address	
Phone No.			
Fax. No.			
Email Address			



TREBILCOCK CONSULTING SOLUTIONS, PA STANDARD BUSINESS TERMS & CONDITIONS

These Standard Business Terms & Conditions are attached to, and made part of, the Proposals and Agreements between Trebilcock Consulting Solutions, P.A. (TCS) and Client.

I. Limitation of Liability

TCS' services under this Agreement will be consistent with the Standard of Care for all professional engineering and related services to be performed or furnished by TCS. These engineering services shall be provided with the care and skill ordinarily provided by members of the Engineering Profession practicing under similar circumstances. Upon notice to TCS and by mutual Agreement between the parties, TCS will correct those services not meeting such a standard without additional compensation.

TCS and Client recognize that the project involves risk. The risks have been allocated such that the Client agrees to the fullest extent permitted by the law, TCS' total liability to Client for any and all injuries, claims, losses, expenses, damages, reasonable attorney's fees, and defense costs, arising out of or in any way connected to this project and/or Agreement from any cause or causes, shall not exceed the amount of the fee charged for the specific service described. Such causes may include, but are not limited to, TCS' negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

INDIVIDUAL EMPLOYEES, OR AGENTS OF TREBILCOCK CONSULTING SOLUTIONS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

II. Payments and Collection

Invoicing may be provided monthly, and statements are due and payable upon receipt, unless otherwise agreed in writing. The Client agrees to carefully read all billing statements and promptly notify TCS, in writing, of any claimed errors or discrepancies, within fifteen (15) days of the date of the statement. If TCS is not notified by the Client in writing, it is presumed that the owner agrees with the correctness, accuracy, and fairness of the billing statement.

Past due amounts may incur a late fee of 1% compounded monthly and TCS can, upon giving seven (7) days written notice to Client, suspend services until payment in full is received. Client's failure to make payment to us within 30 days shall constitute a material breach of this Agreement and shall be cause for termination by TCS. Retainers shall be credited on the final invoice. TCS is entitled to collect reasonable fees and costs, including collection agency, attorney's fees and interest as required to obtain collection of any fees under the Agreement.

III. Reimbursable Expenses

Expenses for reproduction services, courier fees, delivery, presentation materials, long distance phone calls, travel made on behalf of the project, subcontractors/sub-consultant fees, and any other out-of-pocket expenses incurred on the project are reimbursable to TCS. These expenses will be billed to the Client at cost plus 10%.

IV. Permit and Application Fees

Client shall pay all permit and application fees required for the project.

V. Termination

This Agreement may be terminated by either party upon 30 days written notice or in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. Irrespective of which party shall affect termination, Client shall pay TCS for all services rendered to the date of termination.

VI. Attorney Fees

Should litigation arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

VII. Mediation

TCS and Client agree that all disputes or claims between them arising out of or relating to this Agreement made during design, construction, or post-construction of the project shall be submitted to nonbonding mediation unless the parties agree otherwise.

VIII. Ownership of Documents

All documents, including electronic media, prepared by TCS under this Agreement shall remain the property of TCS.

IX. Delays

TCS is not responsible for delays caused by factors beyond TCS' control including, but not limited to, the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of work pursuant to this Agreement. TCS does not guarantee issuance of any permit.

X. Force Majeure

If performance of services under this Agreement is affected by causes beyond the reasonable control of TCS, project schedule and compensation shall be equitably adjusted.

XI. Changes

Client may make or approve changes within the general Scope of this Agreement. If such changes affect TCS' cost or time required for performance of the services, an equitable adjustment will be made through a written amendment to this Agreement.

XII. Severability and Survival

If any term and condition contained in this Agreement are held illegal, invalid, or unenforceable, the other terms and conditions shall remain in full effect. Limitations of Liability shall survive termination of this Agreement for any cause.

XIII. No Third-Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than Client and TCS and has no third-party beneficiaries except as provided in Para. XII.

XIV. Assignments

Neither party shall have the power to or will assign any of the duties or rights of any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.



**TREBILCOCK CONSULTING SOLUTIONS, PA
STANDARD RATE CODE**

Effective May 26, 2026

CLASSIFICATION	CODE	HOURLY RATE
PROFESSIONAL CONSULTANT		
Professional Consultant 1	PC1	\$145
Professional Consultant 2	PC2	\$165
Professional Consultant 3	PC3	\$180
Professional Consultant 4	PC4	\$205
Professional Consultant 5	PC5	\$230
Professional Consultant 6	PC6	\$255
ADMINISTRATIVE		
Administrative Assistant 1	AA1	\$100
Administrative Assistant 2	AA2	\$110
- Reimbursable and Sub-consultant Expenses may be charged at Cost plus 10%. - Expert Witness/Public Hearing Attendance may be charged at 150% of Standard Rate Code Fees. - Any State of Florida Services Tax will be added to our fees, as may be applicable.		

Camp Keais Road & Pope John Paul II Blvd Roundabout Project

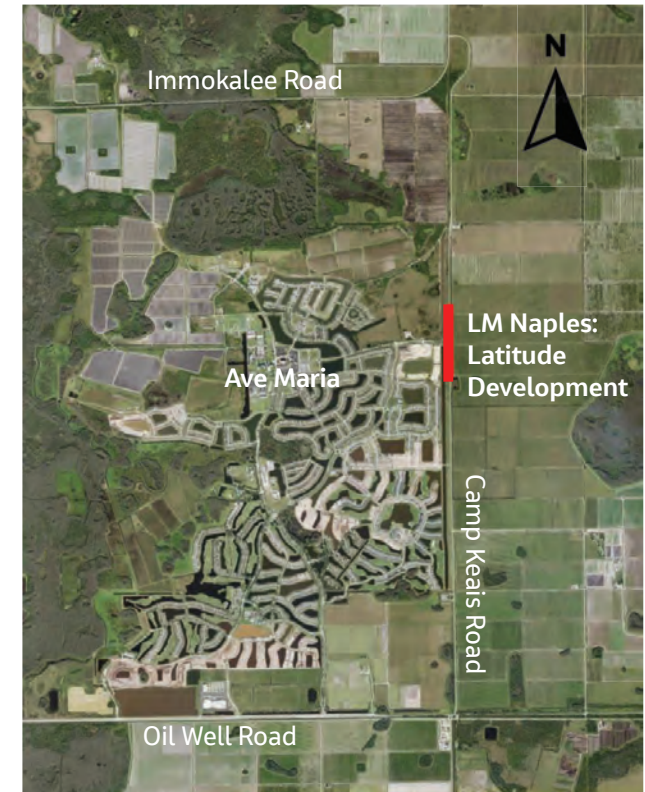
September 1, 2026

Stakeholders

- LM Naples
- AMD
- Collier County Transportation
- Ave Maria Stewardship Community District

Design Team:

- Jacobs Engineering: Roadway Design
- Peninsula Engineering: Drainage Engineering & Permitting
- Barraco & Associates: Latitude Development Engineer



Project Location Map

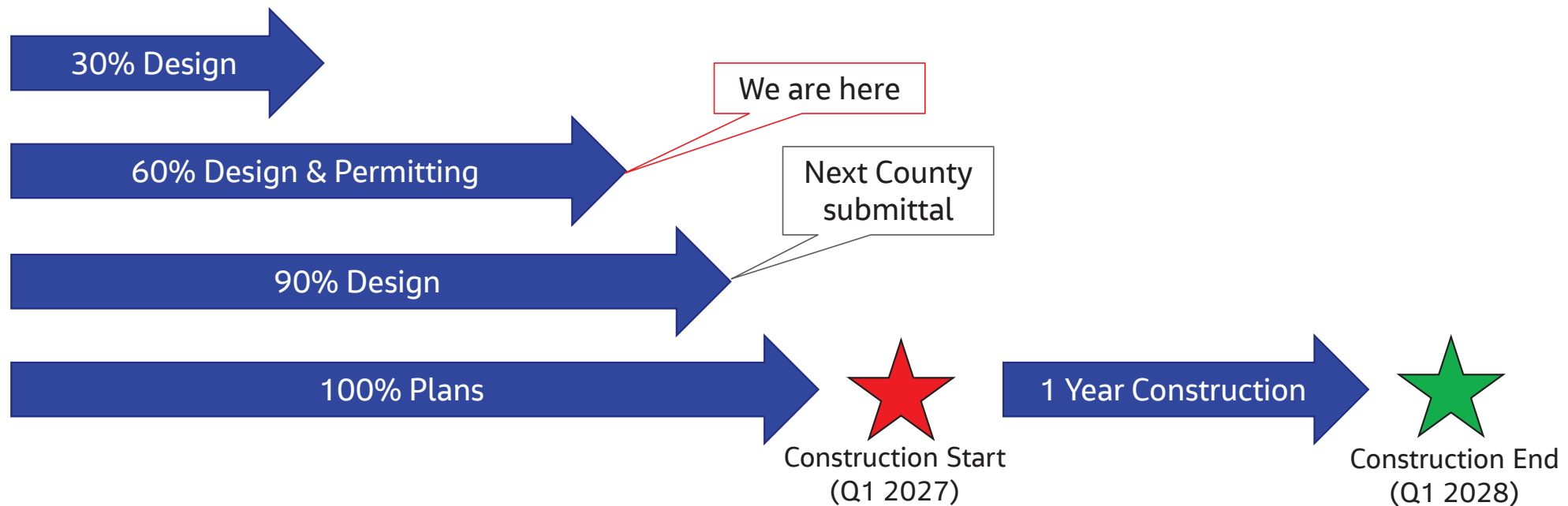
Project Overview

- Constructing new roundabout at the intersection of Camp Keais Road & Pope John Paul II Blvd
 - This will improve the entrance to Ave Maria and the entrance to the Latitude development to the east
- Provide a safer, more efficient intersection to support future Ave Maria & Latitude growth
- Roundabout will be built to accommodate the future 4-lane Camp Keais Road widening
- **No cost to Ave Maria Stewardship Community District**
 - Funded by AMD & LM Naples



Schedule

- 30% Plans were submitted in June 2026
- Currently at 60% Design & Permitting
- Next formal County submittal is 90% Plans
- Projected construction start in the beginning of 2027



What will it look like?



What will it look like?



What will it look like?



What will it look like?



What will it look like?



Lighting

- Project will include lighting on all approaches/crossings to the roundabout

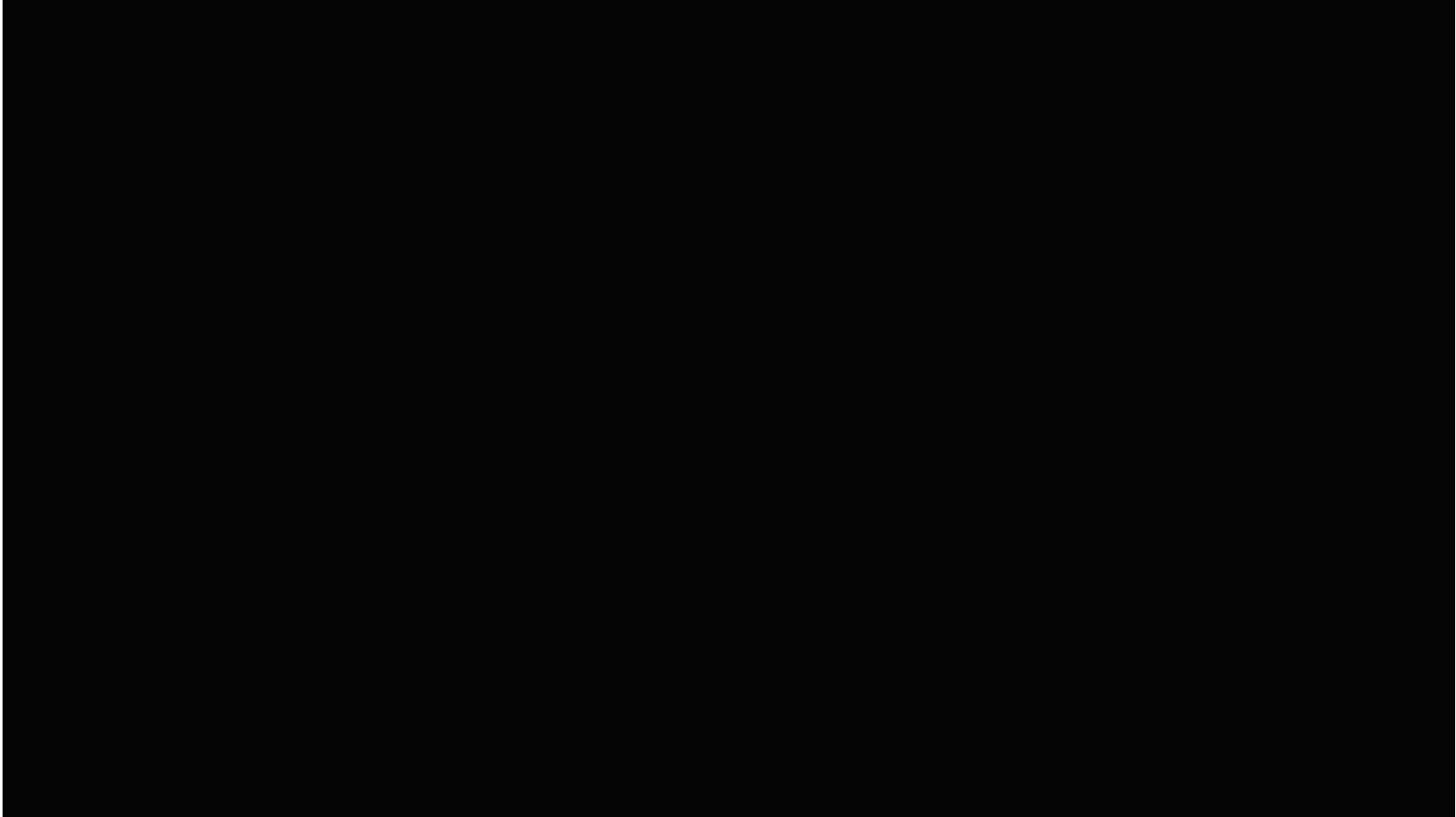


Lighting

- Project will include lighting on all approaches/crossings to the roundabout



Video Fly-Through



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©Jacobs 2026

Next Steps:

- Temporary Construction Easement (TCE) to access District property during construction

To: Board of Supervisors

From: Allyson Holland, P.E., District Manager

Date: August 24, 2026

Board Meeting Date: September 1, 2026

SUBJECT

Resolution setting and noticing public hearing to adopt proposed amendments to the District's Rules of Procedure.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the Resolution setting and noticing a public hearing to adopt proposed amendments to the District's Rules of Procedure.

GENERAL INFORMATION

The last update the District's Rules of Procedure was in 2019. Recent legislative changes prompted District legal counsel to provide recommended updates to the Rules of Procedure in accordance with Chapter 120, Florida Statutes, Rulemaking Procedures. The proposed changes include updates to recent law modifications regarding website publication and rulemaking procedures, and various other minor administrative updates including email notice with read receipt and delivery confirmation for procurement notices. This is the first step of the process to update the Rules of Procedure. Next steps include publishing the advertisement for the public hearing and holding the public hearing tentatively scheduled for November 10, 2026. Both the redlined version and a clean copy of the amended Rules of Procedure are attached to this memo.

PROCUREMENT REVIEW

Not applicable

DISTRICT ENGINEER REVIEW

Not applicable

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and approved the Resolution and updates to the Rules of Procedure.

FUNDING REVIEW

Not applicable

Attachments

~~AMENDED AND RESTATED~~ RULES OF PROCEDURE
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

EFFECTIVE AS OF _____, ~~20~~2026

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Rule 4.0	Effective Date	63
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Rule 1.0 General.

- (1) The Ave Maria Stewardship Community District (the “District”) was created pursuant to the provisions of Chapter 2004-461, Laws of Florida, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by ~~electronic mail~~ or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) 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 Chapter 2004-461(4)(3), Laws of Florida. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

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

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Chapter 2004-461(4)(5)(b), Laws of Florida, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation 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~~committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (67) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution, Chapter 112, Florida Statutes, and Chapter 2004-461, Laws of Florida, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: §§ 112.3143, Fla. Stat, Ch. 2004-461(4)(3) and (4)(5), Laws of Florida

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

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

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

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

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

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

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

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(3), Laws of Florida, §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but ~~no~~not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation ~~in within the county or counties in which~~ the District ~~and is~~ located. A newspaper is deemed to be a newspaper of "general circulation" in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. Alternatively public notice may be given by a publicly available website pursuant to Section 50.0311, Florida Statutes. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published ~~in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week~~ as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:

- (a) The date, time and place of the meeting, hearing or workshop;
- (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
- (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
- (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (561) 630-4922. If you are hearing or speech impaired, please contact the Florida

Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office.”

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

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

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

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

Call to order
Roll call
Public ~~comment~~ comments
Organizational matters

- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor's requests and comments
- ~~Public comment~~
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. If authorized by the Board, the Secretary shall include additional documents as attachments to the meeting minutes. 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 prepay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting

generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Chapter 2004-461(4)(6), Laws of Florida. Once adopted in accord with Chapter 2004-461(4)(6), Laws of Florida, the annual budget(s) may be amended from time to time by action of the Board [or as otherwise provided in the resolution approving the annual budget\(s\).](#) Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(3), (4)(5) and (4)(6), Laws of Florida, §§ 189.069(2)(a)16., 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), 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: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, Chapter 2004-461, Laws of Florida, as amended, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of ~~notice~~ a Notice of Rule Development by the District as required by Section 2 of this Rule. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ~~(“Rule”).~~ Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 2004-461, Laws of Florida. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“SERC”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (24) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a ~~Rule~~rule, the District shall provide notice of the development of a proposed rule ~~by publication of a~~ ("Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a") setting forth the following:
- (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule, ~~cite the specific legal authority for the proposed rule;~~
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - ~~and include~~ (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, ~~if available~~ of such rule or documents.
- (b) ~~All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes. The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.~~
- (35) Notice of ~~Proceedings and Proposed Rules~~Rulemaking.
- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall ~~give~~provide notice of its intended action, ~~(the "Notice of Rulemaking") setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a~~ the following:
- (i) A short, plain explanation of the purpose and effect of the proposed rule;

- (ii) The proposed rule number;
- (iii) A summary of the proposed rule or amendment;
- (v) The grant of rulemaking authority for the proposed rule;
- (vi) The law being implemented or interpreted;
- (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;
- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, ~~and a that~~ describes the regulatory impact of the rule in readable language;
- (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
- (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. ~~The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a:~~
- (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
- (x) The date, time, and location of the public hearing on the proposed rule;
- (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
- (xii) A reference to both the date on which and the place where the Notice of Rule Development required by ~~section (2)~~ Section 4 of this Rule appeared, ~~except when the intended action is the repeal of a rule.~~

- (b) The ~~notice~~Notice of Rulemaking shall be published in a newspaper of general circulation ~~in~~within the ~~District and each county~~ or counties in which the District is located ~~not less than~~at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. ~~The proposed rule shall be available for inspection and copying by the public at the time~~ If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of ~~notice~~, the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- ~~(e)-(c)~~ The ~~notice~~Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days ~~prior to such mailing~~before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice ~~by mail of District~~of the District's rulemaking proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
- (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

(a) Technical Changes.

- (i) Prior to rule adoption, the District shall publish a notice of correction ("Notice of Correction") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
- (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

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

 - 1. Supported by the record of the public hearing held on the proposed rule;
 - 2. In response to written materials submitted to the District; or
 - 3. In response to an objection with the proposed rule by the District Board.
- (ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“Notice of Rule Withdrawal”) in a newspaper of general circulation within the county or counties in which the District is located.

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

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

(48) Rule Development Workshops.

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

(9) Petitions to Initiate Rulemaking.

- (5a) ~~Petitions to Initiate Rulemaking.~~ Proceedings All Petitions to Initiate Rulemaking ~~proceedings~~ must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. ~~Not later than sixty~~

~~(60) calendar~~ District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

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

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

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

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

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

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

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

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

- Petition”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.
- ~~(b) A detailed written statement of the facts and circumstances justifying the~~
- (d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.
- proposed rule;
- ~~(e) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and~~
- ~~(d10) The published notice~~Public Hearing.
- (7a) Hearing.—The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the ~~notice described in section (3) of this Rule~~Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. ~~The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing.~~When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (b) The District shall publish notice of the public hearing (“Notice of Public Hearing”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:
- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.
- (11) Emergency Rule Adoption.

- (8a) ~~Emergency Rule Adoption.~~ The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. ~~Prior to the adoption of an emergency rule, or if the Legislature authorizes the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of to adopt~~ emergency rules ~~shall be published as soon as possible in a newspaper of general circulation in the District.~~ The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District ~~and otherwise complies with these provisions.~~
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “Notice of Emergency Rule”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
- (i) The full text of the rule(s); and
- (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.
- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “Notice of Renewal of Emergency Rule”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of

general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.

- (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice ("Notice of Repeal of Emergency Rule") in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (912) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (4013) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. ~~The record~~ **("Rulemaking Record")** which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, ~~as~~ applicable:
 - (a) ~~The texts~~ A copy of the proposed rule and the adopted rule;

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

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

- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed

rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

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

~~(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.~~

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

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

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

- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by ~~Rule~~[rule](#) of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. [The District shall maintain a record of the type and disposition of each petition filed.](#)
- (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: Ch. 2004-461(4)(8)(e), (4)(9)(u), (4)(15) and (4)(22), Laws of Florida
Law Implemented: Ch. 2004-461(4)(8)(e) and (4)(22)(b), Laws of Florida

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Chapter 2004-461(4)(21)(a) through (c), Laws of Florida and Sections 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

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

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

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

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

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

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(21), §§ 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~~ within the county or counties in which the District is located, or on a website in accordance with the requirement of law described herein 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(8)(c) and (4)(21), Laws of Florida, §§ 119.0701, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts.

~~(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. For audits required under Chapter 2004-461, Laws of Florida, 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.

~~(b)~~ "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

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

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

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

(i) Hold all required applicable state professional licenses in good standing;

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

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

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

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

(3) ~~(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~~ within the county ~~or counties~~ in which the District is located or on a website in accordance with the requirements of law described herein. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(4) ~~(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; which may be submitted either electronically or via hard copy as determined by the district and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required

to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

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

(6) ~~(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.

(7) ~~(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.

(8) ~~(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 e-mail (with delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the [county or counties in which the District is located or on a website in accordance with the requirements of law described herein](#). 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 to otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and

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

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) ⊕ The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a

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

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

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

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

Examples of factors affecting the seriousness of a deficiency are:

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(21), Laws of Florida, §§ 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 2004-461, Laws of Florida, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation ~~in the District and in~~ within the county in which the District is located or on a website in accordance with the requirements of law described herein. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt) United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~ e-mail, United States Mail, or hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in

accordance with this Rule and shall not be a basis for a protest of any contract award.

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

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

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

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

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

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

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

(6) Exceptions. This Rule is inapplicable when:

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(21), Laws of FL, §§ 119.0701, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

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

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation ~~in~~within the county in which the ~~District~~project is located or published on a website in accordance with the requirements of law described herein. 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 e-mail~~, United States Mail, or hand delivery; ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

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

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

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

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

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

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(21), Laws of Florida, §§ 119.0701, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(21), Laws of Florida, §§ 189.053, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

Specific Authority: Ch. 2004-461(4)(8)(e), (4)(8)(q) and (4)(21), Laws of Florida,
Law Implemented: Ch. 2004-461(4)(21), Laws of Florida, §§ 119.0701, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Chapter 2004-461(4)(21)(c), Laws of Florida, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(8)(c) and (4)(21), Laws of Florida, § 119.0701, Fla. Stat.

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

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

(1) Filing.

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

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

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

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

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

~~(5) Intervenor. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.~~

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

(6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.

(7) Intervenor. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(21), Laws of Florida

Rule 4.0 Effective Date.

These Rules shall be effective _____, ~~20~~2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Summary report:	
Litera Compare for Word 11.16.0.74 Document comparison done on 8/21/2026 5:34:39 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd:///4862-1593-8051/1/584055 - Amended and Restated Rules of Procedure (2019) - Ave Maria - v4!.doc	
Modified DMS: nd:///4920-0994-3497/1/Rules of Procedure (2026 - Ave Maria).doc	
Changes:	
Add	279
Delete	161
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	440

**RULES OF PROCEDURE
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

- (1) The Ave Maria Stewardship Community District (the “District”) was created pursuant to the provisions of Chapter 2004-461, Laws of Florida, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) 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 Chapter 2004-461(4)(3), Laws of Florida. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the

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

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Chapter 2004-461(4)(5)(b), Laws of Florida, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution, Chapter 112, Florida Statutes, and Chapter 2004-461, Laws of Florida, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the

matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: §§ 112.3143, Fla. Stat, Ch. 2004-461(4)(3) and (4)(5), Laws of Florida

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

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

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

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

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

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

to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(3), Laws of Florida, §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. Alternatively public notice may be given by a publicly available website pursuant to Section 50.0311, Florida Statutes. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (561) 630-4922. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

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

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

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

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. If authorized by the Board, the Secretary shall include additional documents as attachments to the meeting minutes. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Chapter 2004-461(4)(6), Laws of Florida. Once adopted in accord with Chapter 2004-461(4)(6), Laws of Florida, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

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

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

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(3), (4)(5) and (4)(6), Laws of Florida, §§ 189.069(2)(a)16., 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), 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: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, Chapter 2004-461, Laws of Florida, as amended, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 2004-461, Laws of Florida. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.

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

(5) Notice of Rulemaking.

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

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

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

those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

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

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

(7) Withdrawal of Proposed Rules.

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

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
 - (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
 - (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.
- (9) Petitions to Initiate Rulemaking.
- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
 - (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
 - (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall

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

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

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

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

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

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of

Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:

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

(11) Emergency Rule Adoption.

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

- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
 - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the

Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

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

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

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

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

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

- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.
- (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: Ch. 2004-461(4)(8)(e), (4)(9)(u), (4)(15) and (4)(22), Laws of Florida

Law Implemented: Ch. 2004-461(4)(8)(e) and (4)(22)(b), Laws of Florida

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Chapter 2004-461(4)(21)(a) through (c), Laws of Florida and Sections 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

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

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

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

provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

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

components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(21), §§ 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(8)(c) and (4)(21), Laws of Florida, §§ 119.0701, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 2004-461, Laws of Florida, but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with

Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

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

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

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

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (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 within the county or counties in which the District is located or on a website in accordance with the requirements of law described herein. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the district and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.
- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the

meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (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.

(6) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

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

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

(8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located or on a website in accordance with the requirements of law described herein. 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 to otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to

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

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county in which the District is located or on a website as otherwise in accordance with Florida law as described herein. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, 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) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a

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

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

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

Examples of factors affecting the seriousness of a deficiency are:

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(21), Laws of Florida, §§ 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 2004-461, Laws of Florida, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county in which the District is located or on a website in accordance with the requirements of law described herein. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt) United States Mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, 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 any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

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

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

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

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

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

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(21), Laws of FL, §§ 119.0701, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

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

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located or published on a website in accordance with the requirements of law described herein. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, 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 5 years may

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

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

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

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

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

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

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(21), Laws of Florida, §§ 119.0701, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5)

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

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

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

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

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(21), Laws of Florida, §§ 189.053, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county in which the District is located or on a website in accordance with the requirements of law described herein. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, facsimile, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: Ch. 2004-461(4)(8)(e), (4)(8)(q) and (4)(21), Laws of Florida,
 Law Implemented: Ch. 2004-461(4)(21), Laws of Florida, §§ 119.0701, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Chapter 2004-461(4)(21)(c), Laws of Florida, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(8)(c) and (4)(21), Laws of Florida, § 119.0701, Fla. Stat.

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

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

(1) Filing.

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

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

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

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

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

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida
Law Implemented: Ch. 2004-461(4)(21), Laws of Florida

Rule 4.0 Effective Date.

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

Specific Authority: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

Law Implemented: Ch. 2004-461(4)(8)(e); (4)(9)(u) and (4)(15), Laws of Florida

RESOLUTION 2026-22

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

WHEREAS, Ave Maria Stewardship Community District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2004-461, *Laws of Florida*, as amended, being situated entirely within Collier County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Chapter 2004-461, *Laws of Florida*, as amended, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:

SECTION 1. A Public Hearing will be held to adopt the District’s Rules of Procedure on _____, 2026, at 4:00 p.m., at the Grand Hall at Del Webb, 6008 Del Webb Way, Ave Maria, Florida 34142.

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

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

PASSED AND ADOPTED this 1st day of September, 2026.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Ave Maria Stewardship Community District
Budget vs. Actual
October 2025 through July 2026

	<u>Oct 25 - July 26</u>	<u>25/26 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Expenditures				
01-1130 · Payroll Tax Expense	489.60	734.00	-244.40	66.7%
01-1131 · Supervisor Fees	6,400.00	9,600.00	-3,200.00	66.67%
01-1310 · Engineering	98,810.00	110,000.00	-11,190.00	89.83%
01-1311 · Management Fees	61,250.00	73,500.00	-12,250.00	83.33%
01-1313 · Website Management	2,083.30	2,500.00	-416.70	83.33%
01-1314 · District Manager - on site	245,000.00	294,000.00	-49,000.00	83.33%
01-1315 · Legal Fees	95,625.66	100,000.00	-4,374.34	95.63%
01-1320 · Audit Fees	19,600.00	18,600.00	1,000.00	105.38%
01-1330 · Arbitrage Rebate Fee	2,600.00	5,550.00	-2,950.00	46.85%
01-1440 · Rents & Leases	12,210.00	14,400.00	-2,190.00	84.79%
01-1441 · Travel & Lodging	9,586.08	10,000.00	-413.92	95.86%
01-1450 · Insurance	124,304.00	120,000.00	4,304.00	103.59%
01-1480 · Legal Advertisements	7,078.08	8,000.00	-921.92	88.48%
01-1512 · Miscellaneous	3,457.22	10,000.00	-6,542.78	34.57%
01-1513 · Postage and Delivery	2,553.11	3,000.00	-446.89	85.1%
01-1514 · Office Supplies	1,135.40	3,500.00	-2,364.60	32.44%
01-1540 · Dues, License & Subscriptions	175.00	500.00	-325.00	35.0%
01-1541 · Misc Filing, Notices, etc.	0.00	500.00	-500.00	0.0%
01-1733 · Trustee Fees	40,241.13	50,000.00	-9,758.87	80.48%
01-1734 · Continuing Disclosure Fee	11,000.00	12,000.00	-1,000.00	91.67%
01-1735 · Assessment Roll	0.00	25,000.00	-25,000.00	0.0%
01-1890 · Reserve Expenditure	0.00	350,000.00	-350,000.00	0.0%
01-1891 · Net Change To Reserve Balance	0.00	529,562.00	-529,562.00	0.0%
02-001 · Landscape & Irrig MTE Cont	774,514.26	1,050,000.00	-275,485.74	73.76%
02-002 · Plant Replacement	110,467.62	200,000.00	-89,532.38	55.23%
02-003 · Mulch & Pinestraw	86,900.00	175,000.00	-88,100.00	49.66%
02-004 · Tree Trimming	40,670.35	80,000.00	-39,329.65	50.84%

Ave Maria Stewardship Community District
Budget vs. Actual
October 2025 through July 2026

	Oct 25 - July 26	25/26 Budget	\$ Over Budget	% of Budget
02-005 · Irrigation Repairs	224,967.40	215,000.00	9,967.40	104.64%
02-006 · Annual Flowers	80,005.66	80,000.00	5.66	100.01%
02-007 · Misc Landscaping	41,345.83	50,000.00	-8,654.17	82.69%
02-008 · Electricity	99,409.32	150,000.00	-50,590.68	66.27%
02-009 · Street Light Maint	97,858.84	140,000.00	-42,141.16	69.9%
02-010 · Sidewalk, Curb, Paver Repair	53,233.00	100,000.00	-46,767.00	53.23%
02-011 · Asphalt Repairs	67,689.33	75,000.00	-7,310.67	90.25%
02-012 · Striping & Traffic Markings	24,000.00	50,000.00	-26,000.00	48.0%
02-013 · Street Signs	26,121.00	35,000.00	-8,879.00	74.63%
02-014 · Street Sweeping	29,000.00	36,000.00	-7,000.00	80.56%
02-015 · Stormwater Drain Repair	32,657.14	50,000.00	-17,342.86	65.31%
02-016 · Storm Drain Cleaning	3,560.00	50,000.00	-46,440.00	7.12%
02-017 · Lake MTE - Littoral & Banks	65,659.25	80,000.00	-14,340.75	82.07%
02-018 · Preserve MTE	60,349.00	115,000.00	-54,651.00	52.48%
02-019 · Pressure Washing	47,367.75	65,000.00	-17,632.25	72.87%
02-020 · Fountain MTE Repair	13,576.77	50,000.00	-36,423.23	27.15%
02-021 · Dog Waste Stations & Trash	2,591.81	6,000.00	-3,408.19	43.2%
02-022 · Small Tools	2,057.85	5,000.00	-2,942.15	41.16%
02-023 · Vehicle Fuel & MTE	6,299.21	10,000.00	-3,700.79	62.99%
02-024 · Rodent & Pest Control	10,950.00	20,000.00	-9,050.00	54.75%
02-025 · Misc MTE & Repairs	35,692.97	55,000.00	-19,307.03	64.9%
02-026 · Christmas Lights	23,500.00	23,500.00	0.00	100.0%
02-027 · Asset Mgt Support & Softw	69,562.80	140,000.00	-70,437.20	49.69%
02-028 · Professional Services	25,950.45	70,000.00	-44,049.55	37.07%
02-029 · Security Cameras	137,892.85	250,000.00	-112,107.15	55.16%
02-030 · Roundabout Uplighting	75,000.00	76,000.00	-1,000.00	98.68%
02-031 · Crosswalk Enhancements	61,590.00	100,000.00	-38,410.00	61.59%
02-032 · Streetlight Numbering	4,422.00	10,000.00	-5,578.00	44.22%

Ave Maria Stewardship Community District
Budget vs. Actual
October 2025 through July 2026

	Oct 25 - July 26	25/26 Budget	\$ Over Budget	% of Budget
02-033 · Entry Feature Water	4,995.00	9,400.00	-4,405.00	53.14%
02-034 · Irrigation Water	113,973.26	140,000.00	-26,026.74	81.41%
02-035 · Admin Office Rent & Supplies	0.00	9,600.00	-9,600.00	0.0%
02-036 · Office Rent & Supplies	10,949.85	26,000.00	-15,050.15	42.12%
02-037 · Cable Phone Modems	8,143.13	10,000.00	-1,856.87	81.43%
02-038 · Base Mgmt Fee FSR	5,000.00	6,000.00	-1,000.00	83.33%
02-039 · Storm Cleanup & Repairs	0.00	112,500.00	-112,500.00	0.0%
02-041 · Operations Team Salaries	404,250.00	485,100.00	-80,850.00	83.33%
Total Expenditures	3,725,772.28	6,161,046.00	-2,435,273.72	60.47%

Ave Maria Stewardship Community District

Request for Qualifications

Assessment Methodology Consulting Services

August 11, 2026

Ave Maria Stewardship Community District

The Ave Maria Stewardship Community District (the “District”), located in Collier County, Florida, announces that contractual services will be required for the District for assessment methodology consulting services.

The qualified firm selected will provide special assessment methodology consulting services for the District. The qualified firm will provide the District such services, as requested, which may include preparing special benefit analysis based on infrastructure funded with bond proceeds; preparing preliminary and final special assessment allocation reports; and preparing special benefit analysis of operation and maintenance services funded by special assessments.

Real Estate Econometrics, Inc., is pleased to submit its assessment methodology consulting services qualifications to the District for consideration.

Ave Maria Stewardship Community District

Real Estate Econometrics is a full-service real estate consulting services company that provides fiscal and financial consulting services to governments, special districts and real estate builders and developers. The Company is well-versed in managing community development districts in the local area along with providing assessment methodology services to districts across Florida.

Ave Maria Stewardship Community District

Ability and Adequacy of Professional Personnel

Real Estate Econometrics is lead by Russ Weyer, President and sole proprietor. Mr. Weyer has been performing assessment methodologies for over 20 years locally and around Florida. He has also performed numerous needs analysis studies for landowners seeking land entitlements primarily in Collier County. He has worked with Collier County in their development of fiscal impact studies.

Mr. Weyer is also a member of the Urban Land Institute and has previously served as chairman of the ULI's Southwest Florida District Council.

Ave Maria Stewardship Community District

Consultant's Experience , Past Performance and References

Mr. Weyer has performed in various capacities in the real state industry for over 40 years, starting at Pelican Bay with Westinghouse Communities for 17 years. He also worked for development companies in Ohio and Nevada before relocating back to Naples in 2000. He was a senior associate with Fishkind & Associates, heading up their Naples office for 10 years. He formed Real Estate Econometrics in 2014.

Ave Maria Stewardship Community District

Consultant's Experience , Past Performance and References, cont.

Mr. Weyer has managed five districts in Southwest Florida including Hacienda Lakes CDD, Hacienda North CDD, City Gate CDD, Brightshore CDD (all in Collier County) and Victory Park CDD in Cape Coral, Florida.

Mr. Weyer has developed operations & maintenance and bond debt assessment methodologies for over 50 districts around Florida and for Hacienda Lakes CDD, Hacienda North CDD, Brightshore CDD, Port of the Islands Improvement District, and Ave Maria Stewardship Community District in Collier County. Mr. Weyer has been the assessment methodology consultant for Ave Maria Stewardship Community District since 2006 (20 years).

Ave Maria Stewardship Community District

Consultant's Experience , Past Performance and References, cont.

Nuanced scenarios include:

Gateway Services Community District – Over 7,500 parcels in two distinct communities and including separate retail and business park uses (client since 2017). Developed both operations & maintenance and bond debt methodologies.

Seminole Improvement District (City of Westlake) – A mixed use city in Palm Beach County that includes retail, a business park, and a variety of residential offerings (client since 2015). Developed and updated their operations & maintenance methodology.

Ave Maria Stewardship Community District

Consultant's Experience , Past Performance and References, cont.

Nuanced scenarios also include:

Upper Captiva Fire Department – Prepared an assessment methodology for the addition of on-site personnel and expanding the existing fire facilities.

Hillsborough County – Prepared an assessment methodology that was used to assess private boat slips and marinas for a large dredging project undertaken by the county.

Martin County – Prepared an assessment methodology that was used to assess private boat slips and marinas for a large bay dredging project undertaken by the county.

5th Avenue Business Improvement District – Developed the assessment methodology adopted by the City of Naples to determine the benefit received for properties along 5th Avenue from projects undertaken by the district.

REFERENCES AVAILABLE UPON REQUEST

Ave Maria Stewardship Community District

Project Management and Capacity

Real Estate Econometrics recently sold his district management book of business to PFM Management Services, Inc. With the sale of that portion of the business, the company has freed up capacity to continue their services to assessment methodology clients that were in existence prior to the sale. 90 days is more than enough time to perform a complete review and analysis, prepare a preliminary report and manage all of the required tasks effectively. Mr. Weyer will be the lead consultant on this task.

Ave Maria Stewardship Community District

Geographical Location

Real Estate Econometrics headquarters and office is located in Naples and is within a 45-minute drive of Ave Maria. Mr. Weyer is the sole proprietor of the company and will serve as the lead consultant for this task.

Ave Maria Stewardship Community District

Recent, Current and Projected Workloads

The company's recent workload was extensive, but the workload has abated with the sale of the district management portion of the business. Time has been reduced by 33% and will continue to be reduced over the transition period.

Ultimately, the workload capacity will be reduced by almost 50% over the next 90 days.

Ave Maria Stewardship Community District

We thank you for the opportunity to present our qualifications to the Ave Maria Stewardship Community District.

Sincerely,

G. Russell Weyer

President

Real Estate Econometrics, Inc.

707 Orchid Drive, Suite 500

Naples, FL 34102

(239) 269-1341

rweyer@ree-i.com

<https://www.ree-i.com>

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT FLORIDA

► Assessment Methodology Consulting Services



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Cover Letter

August 12, 2026

Ms. Allyson Holland
District Manager
Ave Maria Stewardship Community District
2501 Burns Road, Suite A
Palm Beach Gardens, FL 33410

Re: *Proposal to Provide Assessment Methodology Consulting Services to the Ave Maria Stewardship Community District*

Dear Ms. Holland:

Willdan Financial Services (“Willdan”) appreciates the opportunity to submit our qualifications to the Ave Maria Stewardship Community District (“District”) to provide Special Assessment Methodology Consulting Services. ***Willdan is one of the largest public sector economic and financial consulting firms in the United States. Over the past three decades, we have helped more than 800 public agencies successfully address a broad range of financial challenges, including developing equitable special assessment methodologies, conducting special benefit analyses, allocating infrastructure and service costs, and preparing supporting assessment reports.*** Our team is comprised of professionals with decades of experience in municipal finance, financial modeling, cost allocation, assessment methodology development, and special assessment programs. The Willdan project team is highly qualified for this engagement. These qualifications are further detailed below.

Project Team/Florida Commitment — For this engagement, Willdan has assembled a senior-level, Florida-based project team with extensive experience providing financial and special assessment consulting services to public agencies. Vice President Daryll Parker will serve as Principal in Charge and provide executive oversight, technical guidance, and quality assurance throughout the engagement. Ms. Tara Hollis will serve as Project Manager and will be responsible for managing the project, coordinating with District staff and its consultants, overseeing the technical analysis, and presenting the project findings and recommendations. Senior Project Analyst Tiffany Sturms will support data collection, property and development analysis, assessment modeling, and preparation of project deliverables. All project services will be conducted from Willdan’s Orlando, Florida office, providing the District with an experienced in-state team readily available to support project coordination and meetings.

Unique Approach — Willdan’s approach to special assessment methodology development has been carefully refined through decades of public sector consulting experience. Unlike firms that may specialize in only one component of the process, Willdan combines municipal finance, special benefit analysis, cost allocation, financial modeling, and property-level analysis. Our team will work collaboratively with District staff and its consultants to understand the applicable infrastructure, operation and maintenance services, development characteristics, funding requirements, and policy considerations and develop a tailored approach rather than a “cookie-cutter” solution.

As requested by the District, Willdan’s services may include preparation of special benefit analyses for infrastructure funded with bond proceeds, preparation of preliminary and final special assessment allocation reports, and special benefit analyses for operation and maintenance services funded through special assessments. Our approach will focus on developing equitable and supportable methodologies that clearly document the relationship between the applicable improvements or services, the special benefits provided to assessable property, and the resulting allocation of costs.

Communicating the Results — Sound technical analysis is only one element of a successful assessment methodology. It is equally important that the methodology, assumptions, allocation factors, and resulting assessments are communicated clearly to District staff, the Board of Supervisors, and other applicable stakeholders. Our team routinely presents complex financial and assessment analyses in a clear and understandable manner and will provide concise supporting materials to facilitate review and decision-making. Willdan has a proven track record of completing projects on time and within the quoted budget, and our team has the capacity and availability necessary to meet the District’s anticipated ninety (90)-day schedule for review of District information, analysis, and preparation of a preliminary report.

Our proposed project team of qualified and experienced consultants will provide the technical and financial expertise required to successfully support the District. Listed below is a brief highlight of our qualifications:

- National public sector consulting firm focused on governmental agencies;
- Extensive experience developing equitable and supportable special assessment methodologies;
- Expertise in special benefit analysis, municipal finance, cost allocation, financial modeling, and property-level analysis;
- Experience preparing special assessment allocation methodologies and supporting reports;
- Collaborative approach to working with District staff and other project consultants;
- Experienced team available to support the District’s anticipated project schedule;
- Ability to balance technical, financial, administrative, and policy considerations;
- Focus on open communication with frequent project updates; and
- Stringent internal Quality Assurance and Quality Control procedures.

Willdan would like to thank you for your consideration and for the opportunity to submit our qualifications. If you have any questions, please do not hesitate to contact me or Ms. Hollis. Our contact information is provided below.

Willdan’s proposal, including its pricing, will remain valid and subject to acceptance for ninety (90) days following the proposal opening date.

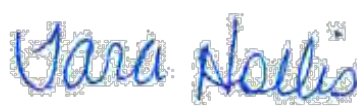
Contact Information	
Authorized Representative	Primary Contact
Daryll Parker Vice President	Tara Hollis, CPA, CVA, MBA Principal Consultant
Direct #: (407) 459-8755	Direct #: (407) 255-2928
Email: dparker@willdan.com	Email: thollis@willdan.com
200 South Orange Avenue, Suite 1550, Orlando, FL 32801	

Respectfully submitted,

Willdan Financial Services



Daryll Parker
Vice President – Principal in Charge
(Authorized Representative)



Tara Hollis, CPA, CVA, MBA
Project Manager – Principal Consultant

Firm Profile

Willdan Financial Services, a California Corporation and Legal Name, is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (NASDAQ: WLDN). WGI, through its subsidiaries, provides professional, technical and consulting services that ensure the quality, value and security of our nation’s infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

A financially stable company, Willdan has approximately 1,800 employees working in more than a dozen states across the U.S. Our employees include nationally recognized subject matter experts for all areas related to the broadest definition of connected communities — *three of whom are committed to contribute their expertise throughout the duration of the engagement.*

Willdan has solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce. Today, we are leading our clients into a future accelerated by a change in resources, infrastructure, technology, regulations, and industry trends.



Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services, is a national firm and is one of the largest public sector economic and financial analysis consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of infrastructure challenges.

Our team is focused on actively supporting our clients by ensuring they stay informed about the latest advancements in our areas of expertise. We believe that by sharing this knowledge, we can empower our clients to make informed decisions and achieve their objectives. Willdan assists local public agencies by providing the following services:

Willdan Financial Services	
Services	
▪ Utility rate and cost of service studies ▪ User fee studies ▪ Cost allocation studies ▪ Real estate economic analysis ▪ Property tax audits ▪ Economic development strategic plans ▪ District administration services ▪ Municipal advisory services	▪ Development impact fee establishment & analysis ▪ Feasibility studies ▪ Tax increment finance district formation & amendment ▪ Arbitrage rebate & continuing disclosure services ▪ Debt issuance support ▪ Long-term financial plans and cash flow modeling ▪ Non-Ad Valorem Assessment Programs

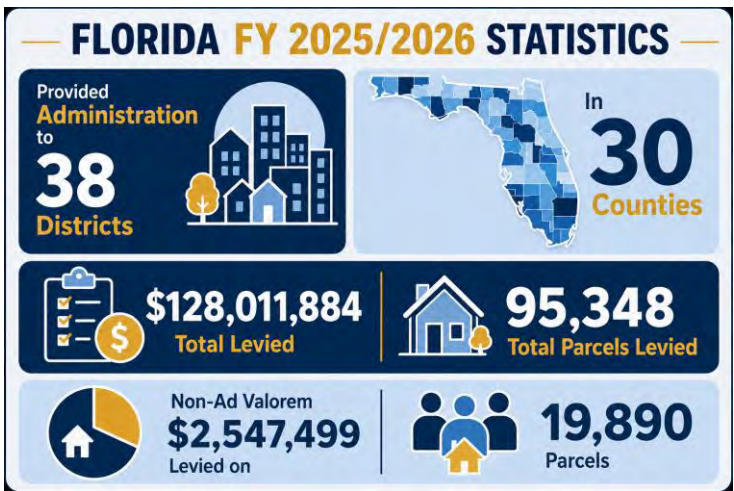
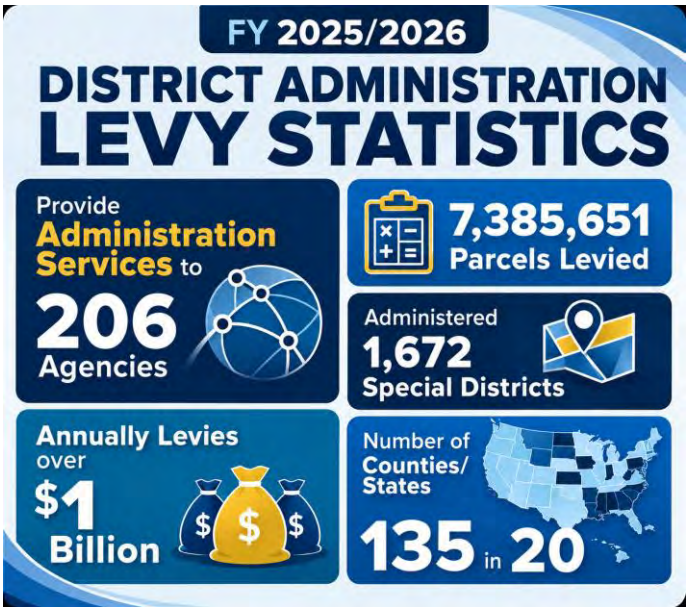
Non-ad Valorem Assessment & Annual Administration Experience

Since our inception, Willdan has provided public agencies with the benefit of a comprehensive approach to special district consulting by including district formation and administration; delinquency management; continuing disclosure; and arbitrage rebate in our service offerings. This multi-service approach allows us to facilitate the flow of information between the different service areas, which creates less of a draw on District staff time and reduces costs for these services. It also ensures that solutions and approaches provided in one area of work are consistent with overall policies and objectives. In view of our experience, Willdan is committed to:

- Having highly qualified core staff actively involved in day-to-day operations;
- Providing comprehensive and proactive customer service;
- Interfacing in a friendly and helpful manner with an agency’s governing body, staff, community organizations, and the public in general;
- Being up to date on the latest technology that allows specific data to be made available via the Internet to District staff, investors, and property owners at no additional charge; and
- Staying current on legislation and legal proceedings involving assessments and other types of special districts.

In utilizing our broad range of experience, amassed over the years from supervising and being consistently at the forefront of innovative approaches to special district formation and administration services, our methods and approaches will support the practical requirements of the District’s special district efforts.

Willdan’s District Administration Services group address the ongoing day-to-day activities associated with the long-term collection of bonded and “pay-as-you-go” special taxes, assessments, fees, utility rates, and standby charges. These types of services demand accurate, timely, and knowledgeable treatment of many details. Subsequently, Willdan focuses on quality control and brings the advantage of innovative technology and knowledge of recent legislation to our clients. The infographic above highlights Willdan’s district administration experience.



Florida Experience

Willdan coordinates the annual administration of Non-Ad Valorem Taxes and Property Assessed Clean Energy (PACE) assessments levied on parcels located within the counties of *Alachua, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Escambia, Hernando, Hillsborough, Holmes, Lee, Levy, Manatee, Marion, Martin, Miami-Dade, Monroe, Nassau, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Polk, Sarasota, Seminole, St Lucie, Suwannee, and Volusia*. The infographic highlights Willdan’s Florida FY 2025/2026 district administration experience.

Unique Capabilities
MuniMagic+ Software

Willdan will provide access to our proprietary software, MuniMagic+, which will allow District staff to view the status of their special districts and parcels. We will also provide training and technical support in order to utilize our software. A description of our proprietary software follows.



Our staff originally created Willdan’s **Municipal Administration Government Information Coordinator — MuniMagic+** — a custom software program to address the specific requirements related to administering taxes, assessments, standby charges, and fees more than 20 years ago. This software was designed and tested by the same Willdan staff responsible for handling annual special district tasks, ensuring that it is tuned to the specific needs connected with special district administration and reporting. In addition, the program allows our clients to access parcel information through the Internet with a graphical menu-driven format. With current changes in legislation and new programs focused on Property Assessed Clean Energy (PACE), Willdan IT/Development staff developed an updated web-based version of the original Legacy System, which was rolled out in September 2018.

MuniMagic+ is our secure proprietary web-based data management application, which is hosted in the Cloud utilizing Amazon Web Services (AWS) and contains data for more than 16 million parcels. The web application provides a rich user experience via any modem web browser and can scale under load and recover from geographic disasters. Our data is stored securely and continuously backed up to the Cloud and, with the help of AWS managed services, we experience near 100% system availability. The data within MuniMagic+ includes county assessor data, and other supplementary data identifying parcel characteristics.

Willdan staff utilizes this tool to compute and quality check levies and has expanded our scope to provide agencies with direct access to data contained in MuniMagic+ through our Internet Website at munimagic.com. This access allows licensed agency staff to access parcel-related information, such as Assessor Parcel Number, property owner name, situs and mailing addresses, assessment and tax amounts, and updated payment status.

Our project managers and analysts are fully trained in the nuances of the software and utilize its internal quality control checklists and automated forms for greater efficiency.

Willdan has prepared hundreds of special assessment methodology and supporting reports tailored to the specific attributes of each program. Our firm possesses decades of experience developing, documenting, and supporting equitable assessment methodologies and implementing special assessment programs.

Property Owner Service Representatives

Willdan employs dedicated property owner service representatives who respond to phone inquiries and serve as the primary contact in answering questions related to charges, assessments, and special taxes on property owner tax bills. They utilize Willdan’s proprietary computer system, MuniMagic+, to quickly access the owner’s name, Assessor’s Parcel Number, the existing taxes/assessments, and more; thus, enabling expedient service. In addition, our phone system is specifically set up to automatically route calls to an available person so that property owners reach a live representative. This ensures that questions are answered promptly,

Our representatives field property owner and other interested parties’ questions in English, Spanish, Vietnamese, Korean, Gujarati, Hindi, & German.

District staff is not directly impacted by these calls and instead can be confident that property owner inquiries are answered expediently and professionally.

Our representatives are available to respond to phone calls from 8:00 am until 5:00 pm, Monday through Friday (excluding major holidays when Willdan offices are closed).

Key Staff Experience and Qualifications

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the District, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement.

The table below identifies each team member, their areas of expertise and responsibility as part of the Team, and their anticipated role in the Project. We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance.

Ave Maria Stewardship Community District Project Team		
Key Team Member	Project Role	Responsibility to the Engagement
Daryll Parker, MBA Principal Consultant	Principal-in-Charge	- Project and task oversight; - Quality Assurance and Control; - Stakeholder outreach; and - Meeting and presentation attendance.
Tara Hollis, CPA, CVA, MBA Principal Consultant	Project Manager	- Collect, interpret, and analyze key data; - Produce key elements of the analysis; - Responsible for project deliverables; - Lead for model development and analysis; - Report preparation; and - Meeting and presentation attendance.
Tiffany Sturms, MSA Senior Project Analyst	Project Analyst	- Collect, interpret, and analyze key data; - Produce key elements of the analysis; - Report preparation; and - Meeting and presentation attendance.

Recent, Current, and Projected Workloads

Ms. Hollis has been assigned to serve as the District's Project Manager due to her extensive experience preparing and supervising special assessment studies and presenting technical findings to governing bodies, stakeholders, and industry groups. While she and the project team currently have work in progress with other clients, workloads are at manageable levels with sufficient capacity to meet the District's needs and anticipated 90-day schedule. Her experience managing similar engagements will provide the leadership and oversight necessary to efficiently advance the project and maintain coordination with District staff.

Geographic Location

All work associated with this engagement will be conducted from Willdan Financial Services' Orlando, Florida office.

This location will serve as the primary office for project management, coordination, analysis, and preparation of all project deliverables.

Resumes

Resumes for Willdan's project team are provided on the pages that follow

Daryll B. Parker, MBA

Principal-in-Charge

Mr. Parker is a Principal Consultant with Willdan Financial Services and has more than 31 years of water and wastewater utility rate, financial, economic, and capital planning experience. He resides in the firm's Orlando, Florida office and his expertise includes rate and cost-of-service studies, wholesale rates, system development fee studies, capital planning, debt issuance support, and regionalization studies.

Rate & Cost-of-Service Studies – Mr. Parker has extensive experience in water and wastewater rate and cost-of-service studies, having prosecuted more than 175 studies. Such studies generally require the development of revenue requirements, performing budget analyses, customer and usage analyses, cost-of-service allocations, financing plan for the capital improvement program, development of user rates to meet client goals and objectives, and the development of a dynamic “dashboard driven” model. It should be noted that Mr. Parker has prosecuted over 80 system development fee studies throughout the course of his career.

Management Consulting – Mr. Parker has been involved with many different facets of management consulting for water and wastewater utility systems including strategic planning, assisting with rate and regulatory matters, analyzing capital funding alternatives and instituting financial mechanisms to provide for sufficient and equitable recovery of operating and capital costs.

Dynamic “Dashboard Driven” Modeling – Mr. Parker has extensive experience developing “custom” Excel rate models that are user friendly, apply easy navigational aids and include a dynamic dashboard tool that supports unlimited “what-if” analyses. Separate dashboard functionality can be developed for each utility system, as well as for the combined enterprise system. The dashboard tool is especially useful in explaining rate options to elected officials, utility advisory boards and members of the public. In addition, the dashboard has interactive graphics, the ability to produce a series of reports as inputs are changed, and the ability to produce financial measures and ratios. It also includes the ability to show alternative pricing structures (uniform versus tiered rates), scenarios/sensitivity analysis post-study, and fiscal budget submissions including rate proposals.

Revenue Bonds, Feasibility Analyses and Capital Funding – Mr. Parker has been involved in the preparation of Financial Feasibility Reports (for inclusion in the Official Statement offering document) in support of more than \$1 billion of long-term indebtedness. He has also made presentations to local government commissions, rating agencies and bond insurers (i.e. Moody's, Standard & Poor's, Fitch, Ambac, FSA, etc.).

31 Years of Experience

Areas of Expertise

- *Rate & Cost-of-Service Studies*
- *Rate Design*
- *Dynamic Computer Modeling*
- *System Development Fee Studies*
- *Revenue Bond Feasibility Reports*
- *Capital & Financial Planning*
- *Acquisitions & Mergers*
- *Valuation Studies*

Presentations/Training

“Long Term Capital & Financial Planning for Public Utility Systems,”
EUCI Training Course

“System Development Fees Case Study,” presented at the North Carolina Government Finance Officers Association Conference

“Utility Rate Studies & Rate Surveys,” presented at the South Carolina Utility Billing Association Annual Meeting

“Getting Ready for Wall Street,” presented at the South Carolina Environmental Conference

“The Reclaimed Water Pricing Paradox,” presented at the North Carolina AWWA/WEA Water Reuse Seminar

Education

MBA - University of Florida

BSBA - University of Florida

Tara L. Hollis, CPA, CVA, MBA

Project Manager

Ms. Hollis is a Principal Consultant with Willdan Financial Services and has more than 27 years of experience. She resides in the firm's Orlando, Florida office and has provided consulting services throughout the southeast and across the country including utility rate, financial, economic, and capital planning services for water, wastewater, stormwater, reclaimed water, refuse, and electric utility systems. She specializes in rate and cost-of-service studies, capital planning, feasibility and financial reports, debt structuring analyses for the issuance of utility indebtedness, non-ad valorem assessment programs, and valuation studies for mergers or acquisitions.

Non-Ad Valorem Assessment Programs – Ms. Hollis has extensive experience in the development of non-ad valorem assessment programs including streetlights, fire, stormwater, navigation maintenance, and utility system undergrounding. In addition to establishing the assessment district and developing the assessment methodology, Ms. Hollis has been involved with the calculation of special taxes and assessments, submittal of annual levies, and special fund auditing. *Recent Non-Ad Valorem Assessment Program Experience includes:*

- North Port, FL – Road and Drainage District Assessment
- Longboat Key, FL – Underground Utility Assessments, Canal Navigation Maintenance Assessment
- Oviedo, FL – Street Light Assessment Program, Fire Services Assessment
- Belle Isle, FL – Stormwater Assessment
- Delray Beach, FL – Stormwater Assessment

Rate & Cost-of-Service Studies – Ms. Hollis has extensive experience with utility rate and cost-of-service analysis, having prosecuted more than 300 studies. Such experience generally relates to performing budget analyses, customer and usage analyses, development of revenue requirements, cost-of-service allocations and sensitivity analyses related to the implementation of rate structures designed to promote desired usage characteristics.

Revenue Bonds, Feasibility Analyses and Capital Funding – Ms. Hollis has been involved in the preparation of bond resolutions, official statement financial feasibility reports, certificates of compliance, additional bond test certificates, and other related documents *in support of \$1.75 billion of long-term indebtedness*. The proceeds have been utilized for utility acquisitions, expansion of facilities and various other capital improvement needs. Ms. Hollis has developed capital funding strategies utilizing various combinations of bonds, bank loans, government assistance loans and grants and has extensive experience related to reviewing and analyzing compliance with bond covenant requirements and contractual obligations.

Utility System Valuations – Ms. Hollis has *conducted over 250 valuation studies* using various techniques including the cost approach, income approach, and comparable sales approach for water, wastewater, and electric utility systems. She has developed detailed financial forecasts and cash flow models to be used in utility acquisition assistance including contract negotiations, transitional, transactional, and financial feasibility analysis.

27 Years of Experience

Certifications

C.P.A. Florida, No. AC-0031100

Certified Valuation Analyst, No. 62585

Areas of Expertise

- Rate Studies
- Revenue Bonds
- Assessment Programs
- Capital & Financial Planning
- System Development Fee Studies
- Acquisitions & Mergers
- Utility Valuations
- Expert Witness Testimony
- Utility Optimization Services

Presentations

“Long Term Capital & Financial Planning for Public Utility Systems,”
EUCI Training Course

“Financial Forces Impacting Utility Systems,” presented at the Growth and Infrastructure Consortium Conference in Florida

“Financial Sustainability as a Basis for Utility Management” presented at the South Carolina Rural Water Association Conference

“Financial Forces Impacting Small Utility Systems” presented at the AWWA Section Conference in Indiana

Education

MBA - University of Central Florida

BSBA - University of Central Florida

Tiffany Sturms, MSA

Project Analyst

Ms. Sturms is a Senior Project Analyst within Willdan's Financial Consulting Services group and resides in the firm's Orlando, Florida office. Her focal purpose is to assist principal consultants with utility rate and user fee studies, assessments/non-ad valorem studies, and other financial analyses. She is proficient with Microsoft Excel and has implemented vigorous analyses for a diversity of entities, including cities, counties, public service districts, and investor-owned utilities. Prior to Willdan, Ms. Sturms worked as a state tax auditor for 4 years, which included sales, employer withholding, use tax and refund audits.

Ms. Sturms has conducted an eclectic assortment of financial engagements, strategic analysis and recommendations, financing, and valuation analyses. Delineated below is Ms. Sturms's pertinent project experience.

Utility Rate Studies

- Bay Laurel Center CDD (Water, Sewer & Reclaimed Rate Study)
- City of Oviedo (Water, Sewer, Reclaimed, and Stormwater Rate Studies)
- Town of Mount Pleasant, SC (Stormwater Rate Study)
- Starr-Iva Water & Sewer District (Water Rate Study)
- City of Fort Mills, SC (Water & Sewer Rate Study)
- City of Callexico, CA (Water & Sewer Rate Study)
- City of West Columbia, SC (Water & Sewer Rate Study)
- City of Aiken, SC (Water, Sewer & Stormwater Rate Study)
- City of Hemet, CA (Water & Sewer Rate Study)
- City of Buellton, CA (Water & Sewer Rate Study)
- City of Orange City, FL (Water & Sewer Rate Study)
- City of Ormond Beach, FL (Water & Sewer Rate Study)
- Bella Collina CDD, FL (Water & Sewer Rate Study)
- Wellness Ridge CDD, FL (Irrigation Rate Study)
- City of South Daytona, FL (Water, Sewer & Stormwater Rate Study)
- City of Delray Beach, FL (Water & Sewer Rate Study)
- City of Brentwood, TN (Water & Sewer Rate Study)
- Town of Vienna, VA (Water & Sewer Rate Study)

Impact/Capacity Fee Studies

- City of Walterboro, SC (Water & Sewer Capacity Fee Study)
- City of Southport, NC (Water & Sewer SDF)
- City of Fort Mills, SC (Water & Sewer Capacity Fee Study)
- City of Belmont, NC (Water & Sewer SDF)
- City of York, SC (Water & Sewer Capacity Fee Study)
- City of Winnsboro, SC (Water & Sewer Capacity Fee Study)
- Gaffney BPW, SC (Water & Sewer Capacity Fee Study)

Other Projects

- Town of Mount Pleasant, SC (Annual Assessment Roll)
- City of Oviedo, FL (Annual Street Light Assessment Roll)
- Bella Collina, FL (Capital Reserve Study)
- Longboat Key, FL (Undergrounding & Canal Maintenance Assessment Rolls)

6 Years of Experience

Areas of Expertise

- *Utility Rate Studies*
- *Impact/Capacity Fee Studies*
- *User Fee Studies*
- *Utility Valuations*
- *Revenue Bonds*
- *Assessment Programs*
- *Financing and Valuation Analysis*
- *Risk Management*

Education

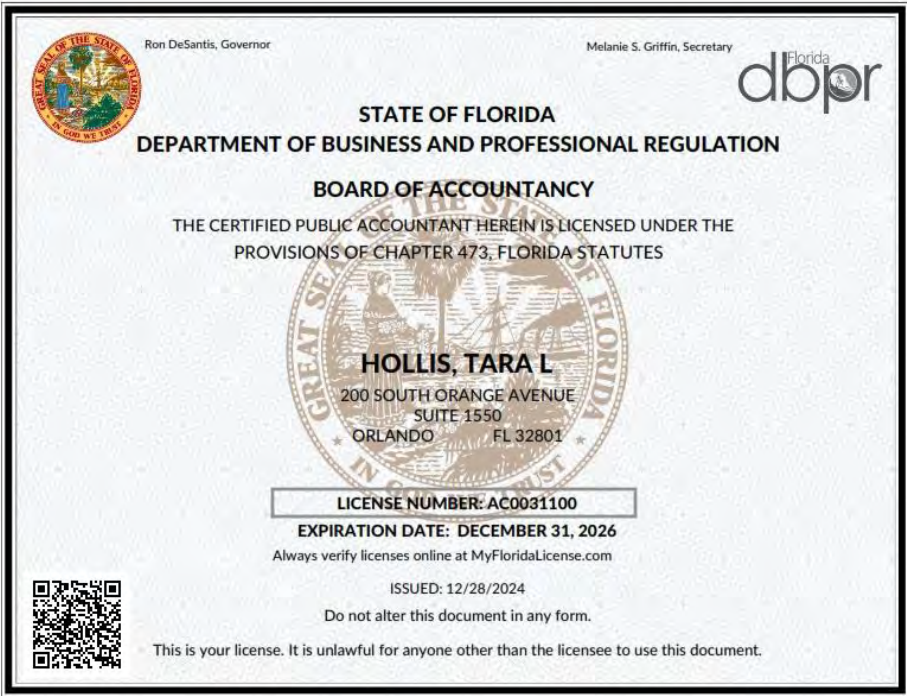
BS/ACC -Indiana Wesleyan University

MSA - Indiana Wesleyan University

Professional Certification/Licenses

Principal Consultant Tara Hollis is a Certified Public Accountant in the State of Florida, No. AC-0031100, she also holds the Certified Valuation Analyst designation from the National Association of Certified Valuators and Analysts. Images of both licenses are provided below.

Certified Public Accountant License



Certified Valuation Analyst



Project Approach

The Ave Maria Stewardship Community District (“District”) seeks the services of a qualified professional consultant to provide Special Assessment Methodology Consulting Services. Willdan views this project as a collaborative effort between the District and our team. Our broad range of professional expertise and extensive experience with special assessment programs uniquely position Willdan to assist the District in addressing the following key project aspects:

- Adherence to the District’s anticipated project schedule and effective communication and coordination with District staff and other applicable consultants;
- Review and analysis of District-provided financial, infrastructure, development, property, and assessment information necessary to support the development of special assessment methodologies;
- Preparation of special benefit analyses related to infrastructure funded with bond proceeds and operation and maintenance services funded through special assessments;
- Development of equitable and supportable methodologies for allocating applicable costs among properties receiving special benefit;
- Preparation of preliminary and final special assessment allocation reports that clearly document the applicable data, assumptions, methodology, analysis, and resulting assessment allocations; and
- Availability of experienced personnel to serve as an extension of District staff and present findings and recommendations to the District’s Board of Supervisors, as requested.

In order to address these items, our team will work closely with District staff and its consultants to deliver our services in the following manner:

1. Meet with District staff at the outset of the engagement to confirm project objectives, identify available information and data requirements, establish communication protocols, and confirm the project schedule and key milestones. Willdan will provide an itemized data request and review District-provided information for completeness and applicability to the required analysis.

Our goal is to function as an extension of District staff, utilizing our extensive experience to anticipate potential issues, maintain effective communication, and coordinate efficiently with the District and other applicable parties throughout the engagement. Willdan has the personnel and resources necessary to support the District’s anticipated ninety (90)-day period for review of District information, completion of the required analysis, and preparation of a preliminary report.

2. Review the applicable infrastructure improvements, operation and maintenance services, costs, development information, property characteristics, and other relevant District data to evaluate the special benefit conferred upon assessable property. As requested by the District, this analysis may include infrastructure funded with bond proceeds as well as operation and maintenance services funded through special assessments.
3. Utilize the results of the special benefit analysis, property and development data, applicable costs, and other relevant information to develop and/or update an equitable special assessment methodology. Willdan will identify appropriate assessment units, benefit factors, allocation assumptions, and other considerations necessary to fairly allocate applicable costs among properties receiving special benefit.
4. Prepare a preliminary special assessment allocation report documenting the data, assumptions, special benefit analysis, methodology, allocation factors, and resulting assessments. Willdan will coordinate with District staff and its consultants to review the preliminary findings and incorporate agreed-upon revisions into the final special assessment allocation report.
5. Project deliverables will be carefully reviewed through Willdan’s established quality assurance process prior to submission to the District. This review process includes appropriate peer, project management, and quality assurance review to help ensure the accuracy, consistency, and defensibility of the analysis and resulting reports.

As requested, Willdan will also participate in meetings with District staff and the Board of Supervisors to clearly present and explain the methodology, assumptions, findings, and resulting special assessment allocations.

Scope of Services

Assessment Methodology Services

Task 1: Data Collection/Review and Project Kick-off

Task 1.1: Data Collection

The District will be provided with an initial list of basic data needed to conduct the study. The data request may include, but not be limited to, items such as existing assessment methodologies and assessment rolls, applicable bond and financing documents, infrastructure and improvement information, historical and projected financial data, capital improvement plans, operation and maintenance budgets and service information, property and development data, and GIS data.

Task 1.2: Data Review

The data will be reviewed for completeness and to ensure a sufficient understanding of the District's existing and proposed infrastructure, operation and maintenance services, development program, assessment structure, and applicable financing. The data collection and review process will be ongoing throughout the study as the need for additional information arises.

Task 1.3: Project Kick-off Meeting

Willdan will meet with District staff at a project kick-off meeting to:

1. Review the District's goals,
2. Plan the study efforts,
3. Ensure our efforts lead to a successful conclusion according to the established project timeline.

During this meeting, we will review, discuss, and evaluate outstanding issues; and assist the District in identifying policy decisions that are necessary to support the development and/or update of the applicable special assessment methodology.

Meetings/Deliverables:

- Willdan will provide the District with an itemized data request.
- Willdan will participate in one (1) meeting for Task 1.

Task 2: Review of Infrastructure, Services, and Assessment Requirements

As part of this task, Willdan will review the infrastructure, improvements, operation and maintenance services, and associated costs proposed to be funded through special assessments. This review may include infrastructure funded with bond proceeds, as well as operation and maintenance services funded through annual special assessments.

Willdan will work with District staff and its consultants to identify the applicable costs, financing assumptions, development information, service requirements, and other factors necessary to support the special benefit analysis and development of the applicable assessment methodology.

Meetings/ Deliverables:

- Conference call to discuss applicable infrastructure, services, costs, financing assumptions, and assessment requirements, if required.

Task 3: Special Benefit Analysis

As part of this task, Willdan will evaluate the special benefit provided to assessable property by the applicable District improvements and/or services. Depending on the services requested by the District, this analysis may include special benefit associated with infrastructure funded with bond proceeds and special benefit associated with operation and maintenance services funded by special assessments.

Willdan will review the relationship between the improvements and/or services and the properties receiving benefit and identify the appropriate factors to be considered in the development of an equitable special assessment allocation methodology.

Meetings/ Deliverables:

- Conference call to discuss the special benefit analysis and applicable allocation considerations, if required.

Task 4: Analysis of Property Data

As part of this task, Willdan will review and analyze applicable property, parcel, and development data necessary to support the special benefit analysis and allocation of assessments. The analysis may include property classifications, development status, land use, acreage, units, square footage, or other characteristics relevant to the particular infrastructure improvements or operation and maintenance services being funded.

Willdan will evaluate the property data in conjunction with the special benefit analysis to identify the appropriate assessment units, benefit factors, or other allocation metrics to be incorporated into the assessment methodology.

It is assumed that the District will provide, at no cost to Willdan, available property, parcel, development, and GIS data necessary to conduct the analysis.

Task 5: Special Assessment Methodology and Allocation

As part of this task, Willdan will develop and/or update the applicable special assessment methodology based on the results of the special benefit analysis, property and development data, infrastructure and service costs, and other relevant District information.

Willdan will develop an equitable methodology for allocating the applicable costs among properties receiving special benefit. The methodology will identify the applicable assessment units, benefit factors, allocation assumptions, and resulting assessment allocation, as appropriate for the infrastructure improvements and/or operation and maintenance services being evaluated.

Willdan will coordinate with District staff and its consultants throughout development of the methodology to review assumptions and address outstanding technical or policy considerations.

Meetings/ Deliverables:

- Willdan will participate in one (1) meeting for Task 5.

Task 6: Preliminary and Final Special Assessment Allocation Reports

Willdan will prepare a preliminary special assessment allocation report documenting the applicable data, assumptions, special benefit analysis, assessment methodology, allocation factors, and resulting assessments. The preliminary report will be provided to the District for review and comment.

Following receipt and consideration of District comments, Willdan will prepare the final special assessment allocation report incorporating agreed-upon revisions and documenting the final methodology and assessment allocation.

Meetings/ Deliverables:

- One (1) meeting to review and discuss the preliminary special assessment allocation report, if required.
- Preliminary and Final Special Assessment Allocation Reports.

Task 7: Meetings and Presentation of Results

Willdan will participate in meetings, as requested, to present and discuss the special assessment methodology, analysis, allocation, and results with District staff, the Board of Supervisors, and other applicable stakeholders.

Willdan will prepare clear and concise presentation materials, as appropriate, to communicate the methodology, assumptions, findings, and resulting special assessment allocation.

Meetings/ Deliverables:

- Willdan will participate in two (2) meetings for Task 7

Optional Annual Assessment Administration Services

At the District's request, Willdan can also provide annual special assessment administration services, including maintenance of parcel and assessment databases, calculation of annual assessments, preparation and updating of assessment rolls, coordination with applicable County offices, and related annual reporting. ***If requested, a separate scope and fee will be developed for these services.***

Sample Report

A sample report has been included to provide the District with an example of Willdan's work and the type of final deliverable it can expect to receive

District Staff Support

Willdan recommends that the District assign a key individual as project manager. As our analysis is developed, it is expected that the District's appointed project manager will:

1. Coordinate responses to informational requests;
2. Coordinate review of work products; and
3. Identify appropriate staff members for participation in meetings and facilitate in scheduling.

We request responses to data requests and report comments within five business days, or as otherwise agreed. If delays occur, the project manager will coordinate revised timelines and advance other project tasks as feasible. Willdan will rely on the accuracy of data provided by the District and third parties and will not independently verify such information or be responsible for errors resulting from inaccurate data.

Project Disclaimer

Willdan is a registered municipal advisory firm with the U.S. Securities and Exchange Commission ("SEC"), as such the Ave Maria Stewardship Community District represents, acknowledges, and agrees that Willdan is not acting as a "municipal advisor" (as defined by the SEC), to the District, in any capacity as it relates to the project proposed in this Assessment Methodology Services RFQ.

- (i) The District uses, or may use, the services of one or more municipal advisors registered with the SEC to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The District is not looking to Willdan to provide, and the District shall not otherwise request or require Willdan to provide any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the District with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the District , (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the District , in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the District recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the District will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the District is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

Project Management and Quality Control Procedures

Project Management Approach

At Willdan, we utilize a Project Management Process/Approach that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. We will document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and models.

Through the process of providing regular updates and conducting status conference calls, potential issues will be highlighted, discussed, and resolved. Any deviances from the project timeline will be identified and plans will be developed for course corrections.

Following key stakeholder discussions, we will schedule a call to summarize findings and direction with District staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate.

Project Management				
 Define the Project	 Plan the Project	 Manage the Project	 Review the Project	 Communicate the Project
- Identify the project scope, set objectives, list potential constraints, document assumptions. - Define a course of action and develop an effective communication plan.	- Collaborate with the project team and client staff and agree upon timeline to meet the estimated project timeline. - Assign workload functions to appropriately qualified staff to ensure milestones are met, on time.	- Manage the execution of the project. - Direct existing and upcoming project tasks. - Control and monitor work in progress. - Provide feedback to client and project team.	- Review all work products and deliverables. - Utilize structured quality assurance process involving up to three levels of review at the peer level, project manager level. - Procure executive officer level review.	- Communicate with the client regarding work status and progress. - Ensure client is in receipt of regular status updates. - Schedule regular conference calls to touch base. - Inform client of roadblocks, work outside of projected scope.

Quality Assurance / Quality Control Process

Our quality control program is incorporated as a required element of Willdan’s day-to-day activities. There are three levels of reviews incorporated for our deliverables:

- 1) Peer review;
- 2) Project Manager review; and
- 3) Final quality assurance manager review.

Peer reviews involve one analyst reviewing the work of another, while project manager reviews are conducted prior to delivery to the quality assurance manager. The quality assurance manager then performs a final review. This assures that our final product has been thoroughly evaluated for potential errors; thus, providing quality client deliverables, and high levels of integrity and outcomes.

The primary mission of our quality control plan is to provide staff with the technical and managerial expertise to plan, organize, implement, and control the overall quality effort, thereby ensuring the completion of a quality project within the time and budget established.



Quality Assurance Goals		
Goal	Lead	Task
Quality Assurance / Control Process	Daryll Parker	- Establish a set of planned and systematic actions for maintaining a high level of quality in the professional services performed; - Emphasize quality in every phase of work; - Ensure efficient use of resources; - Establish a consistent and uniform approach to the services performed; and - Implement appropriate quality control measures for each work task of the project.
Quality Control Plan	Tara Hollis & Daryll Parker	- Contract deliverables; - Specific quality control procedures; - Special quality control emphasis; - Budget and manpower requirements; - Overall project schedule and budget; and - Project documentation requirements;

Financial Stability

Willdan Group, Inc. (WGI) has sustained a healthy financial performance record due to the outstanding performance of our operating divisions and a strong, dependable reputation in municipal consulting. Detailed financial statements and annual reports are included on our webpage (<http://ir.willdangroup.com/>). As a publicly traded company (NASDAQ ticker: WLDN), must provide public financial information as required by the SEC.

Financial Stability

- In business for over 60 years
- Approximately 1,800 employees
- Fiscal Year 2024 Consolidated Contract Revenue \$565 Million
- Market capitalization of \$1.7 Billion (January 2026)
- \$50 million Line of Credit with the ability to increase up to \$60 million

References

Provided below are similar projects conducted on behalf of public agencies, highlighting the breadth and depth of our team experience and knowledge. We are proud of our reputation for customer service and encourage you to contact these clients regarding our commitment to excellence.

Town of Longboat Key, FL Underground Utility Assessment Methodology

Willdan is part of a consultant team engaged to develop a special assessment apportionment methodology for the Town of Longboat Key identifying the special benefit properties received from the undergrounding of electrical, communications, fiber optics and other utilities and installation of street lighting. A two-phase approach was initiated; the first part was specific to Gulf of Mexico Drive (the "GMD Project"), while the second phase involved all remaining streets or neighborhoods in the Town where such utilities have not been placed underground and/or where fiber optics are not currently available (the "Neighborhood Project"). Willdan was responsible for data gathering, which included field work to identify the benefit individual properties receive from the proposed improvement, preparing a parcel database, preparing the assessment methodology and report, and preparing the certified assessment roll. Additionally, Willdan Principal Consultant Tara Hollis was responsible for providing testimony at the Town's bond validation hearings and had the methodology accepted by the Sarasota County court system. Additionally, Ms. Hollis served as the Feasibility Consultant for the Town's bond issues related to financing the undergrounding project (GMD Project - \$15.765 million and Neighborhood Project - \$18.865 million).

Willdan is currently providing Non-Ad Valorem Special Assessment Administration Services for the Town's GMD and Neighborhood Areas undergrounding conversion districts. The administration services include annually calculating and apportioning the assessment amounts; maintaining and updating the Town's parcel databases containing parcel/levy amounts; providing preliminary and final levies to both Sarasota County and Manatee County Auditor/Controller's Offices for placement on the annual property tax roll; and preparing final payoff statements, as requested. As the projects have recently completed construction, Willdan is working to prepare the true-up analysis of remaining assessments.

Client Contact: Susan L. Smith - Finance Director
501 Bay Isles Road, Longboat Key, Florida 34228
Tel #: (941) 316-6882 | Email: ssmith@longboatkey.org

City of Oviedo, FL Street Lighting Non-Ad Valorem Assessment Program

The City of Oviedo desired a more effective manner to recover the cost of providing street lighting services to property owners in the service area through the establishment of a lighting assessment. Willdan assisted the City with the establishment of the assessment in compliance with applicable Florida statutes for the five-year forecast period (FY 2019-2023). The non-ad valorem street light assessment program was developed to recover the annual costs associated with maintaining and operating the street lights throughout the City as well as fund anticipated street lighting improvements. The project included developing a defensible methodology to assign costs to each property as well as the preparing the associated certified assessment roll and required mailings per Florida Statutes. Willdan continues to provide services to the City to maintain the annual assessment roll including coordination with the Seminole County Property Appraiser and Seminole County Tax Assessor and preparation of annual notices as required by Florida Statutes

Client Contact: Bobby Wyatt, PE – Public Works Director
400 Alexandria Boulevard, Oviedo, FL 32765
Tel #: (407) 971-5648 | Email: bw Wyatt@cityofoviedo.net

City of Oviedo, FL

Fire Services Non-Ad Valorem Assessment Program

Willdan Financial Services served as the assessment methodology consultant for the City of Oviedo's Fire Services Non-Ad Valorem Assessment Program, developing a legally defensible special assessment framework to fund fire protection services and related fire rescue operations. The project included a comprehensive evaluation of fire service delivery, assessable costs, fire incident demand, parcel characteristics, and alternative funding strategies to establish a nexus between fire protection services and the special benefits received by properties throughout the City. Willdan projected assessable costs, analyzed service demand by property type, developed Equivalent Benefit Unit (EBU) calculations, and evaluated multiple rate structures and cost recovery scenarios to support long-term program sustainability and compliance with Florida law.

Willdan coordinated stakeholder outreach efforts, facilitated City Council workshops and public presentations, and provided technical guidance regarding assessment policy options, parcel classifications, exemptions, cost apportionment methodologies, and phased implementation strategies. The firm evaluated special benefit and fair apportionment considerations consistent with Florida statutory and case law requirements governing non-ad valorem assessments, including compliance with Section 197.3632, Florida Statutes. Responsibilities also included development of assessment roll procedures, statutory noticing requirements, public hearing support, and implementation planning to ensure successful adoption and administration of the City's fire assessment program. The resulting program established a sustainable funding mechanism for fire suppression, fire prevention, public education, training, capital investment, and related fire protection services while advancing the City's objective of reducing reliance on ad valorem revenues and maintaining equitable cost recovery among benefiting properties.

Client Contact: Jerry Boop – Finance Director
400 Alexandria Boulevard, Oviedo, FL 32765
Tel #: (407) 971-5544 | Email: jboop@cityofoviedo.net

Town of Longboat Key, FL

Canal Navigation Maintenance Program Assessment Methodology

Willdan was engaged by the Town of Longboat Key to develop a special assessment apportionment methodology for a proposed Canal Navigation Maintenance Program to support the long-term maintenance and navigability of the Town's non-federally maintained canals and waterways. The program was developed to address sediment accumulation, stormwater impacts, debris deposition, and other factors that can reduce navigational depths and restrict vessel access. Willdan evaluated the special benefits provided by the program, identified properties receiving direct canal and waterway access benefits, and developed a legally defensible assessment methodology consistent with Florida law governing non-ad valorem special assessments. The project included the creation of a parcel database, identification of benefited properties, and development of an Equivalent Benefit Unit (EBU) methodology that allocates costs proportionately based on each property's relative access to and use of the navigable waterway system.

In addition, Willdan evaluated the distinction between special and general benefits associated with the program and developed a funding framework that combines non-ad valorem assessments for specially benefited waterfront properties with ad valorem funding for broader community-wide benefits, such as improved water quality and circulation. The resulting methodology provides the Town with a transparent, equitable, and scalable framework to support ongoing canal monitoring, maintenance dredging, environmental compliance, and long-term waterway stewardship.

Client Contact: Charles Mopps, PMP – Public Works Director
600 General Harris Street, Longboat Key, Florida 34228
Tel #: (941) 361-6411 Ext. 2226 | Email: cmopps@longboatkey.org

Bella Collina Community Development District, FL

Utility Rate Study and Capital Reserve Fund Analysis

Bella Collina Community Development District engaged Willdan to conduct a comprehensive Water, Wastewater, and Irrigation Rate Study. This Study evaluated the District's current utility rate structures, updated monthly user rates and miscellaneous fees, and developed a cost-of-service analysis for both the potable water and wastewater systems, as well as the new surface water irrigation system currently under construction. The analysis covered fiscal years 2025 through 2030. The District's existing rate framework consisted of fixed Base Charges by meter size and variable Volume Charges, using inclining block rate structures to encourage conservation.

To reduce potable water demand and maintain compliance with its Consumptive Use Permit (CUP), the District is transitioning customers from potable-based irrigation to a new surface water irrigation system anticipated to be operational by July 1, 2026. This transition is a key component of the District's long-term sustainability strategy, aimed at reducing overall water consumption and preserving potable water resources. As part of the Study, Willdan reviewed the equity, efficiency, and industry alignment of the District's rate structure and recommends several modifications:

- Increase Rate Differentials Between Usage Blocks – Adjust pricing to strengthen conservation incentives by widening the cost gap between lower and higher usage tiers for both water and irrigation. This supports sustainable demand management and ensures high-volume users contribute proportionally to system costs.
- Eliminate the Wastewater Usage Cap – Remove the 10,000-gallon cap for residential customers, as all properties use separate irrigation meters. Eliminating the cap promotes fairness, enhances conservation, and better aligns wastewater revenues with actual system usage.
- Adjust Irrigation Block Allowances by Lot Size – Align irrigation usage blocks with the District's CUP and promote equitable allocation by scaling allowances based on property size. Allowances will differ between service areas (Pine Island and Hillcrest), and non-residential and master-metered customers will receive assigned block allocations from the District or its Engineer.

These proposed changes aim to modernize the District's rate structure, ensure cost-of-service alignment, support regulatory compliance, and promote long-term resource sustainability.

Additionally, Willdan conducted a comprehensive capital reserve fund assessment for the Bella Collina CDD's water, wastewater, and reclaimed water utility systems. The study included a detailed inventory and evaluation of utility infrastructure assets, development of current replacement cost estimates, analysis of asset useful lives and annual depreciation requirements, and benchmarking against American Water Works Association (AWWA) reserve funding practices. Willdan assessed the District's long-term renewal and replacement needs, evaluated capital reserve adequacy, and developed funding recommendations to support financial sustainability, asset reliability, and risk management. Based on the analysis of approximately \$51.5 million in utility assets, Willdan recommended maintaining a Capital Reserve Fund balance of approximately \$2.3 million to \$2.6 million and implementing ongoing asset management and capital planning practices to ensure the continued operation and replacement of critical utility infrastructure.

Client Contact: George Flint, District Manager
219 E. Livingston St., Orlando, FL 32801
Tel #: (407) 841-5524 | Email: gflint@gmscfl.com

Bay Laurel Center Community Development District, FL Rate, Financial, and Valuation Services

Willdan has provided Bay Laurel Center Community Development District (BLCCDD) with a broad range of financial, utility, and infrastructure advisory services focused on supporting the District's continued growth, financial sustainability, and capital investment needs. Over multiple engagements, Willdan has prepared comprehensive water, wastewater, and reclaimed water rate studies; miscellaneous fee and charge evaluations; utility valuation and appraisal studies; acquisition support services; bond feasibility reports; and long-range financial planning analyses. These assignments have included detailed revenue sufficiency evaluations, cost-of-service analyses, customer growth forecasting, reserve fund planning, capital improvement financing strategies, debt service coverage evaluations, and development of multi-year financial models to ensure compliance with bond covenants while maintaining equitable and sustainable user rates.

As the District's financial feasibility consultant, Willdan has supported major capital and financing initiatives, including preparation of the Financial Feasibility Report for the District's Series 2022 Water and Sewer Refunding and Revenue Bonds. This work included analysis of utility operations, customer and consumption trends, projected revenues and expenses, capital improvement funding requirements, debt affordability, rate impacts, and long-term financial performance associated with more than \$150 million in utility financing and infrastructure investments. Willdan's analyses helped support funding for critical system improvements, including the North Water Reclamation Facility and other major water and wastewater infrastructure projects necessary to accommodate continued growth within the service area.

Willdan also provided specialized valuation and acquisition consulting related to the District's purchase of Water Treatment Plant No. 3, including development of an independent utility appraisal utilizing recognized cost, income, and market valuation methodologies. The study established the fair market value of the facility, supported acquisition negotiations, and provided technical and financial due diligence essential to the integration of the asset into the District's utility system. In addition, Willdan has assisted the District in evaluating capital reserve needs, funding strategies, and long-term asset management practices to protect utility infrastructure and strengthen the District's financial position. Collectively, these services have provided BLCCDD with comprehensive financial and strategic guidance for one of Central Florida's largest community utility systems, serving more than 10,000 water and wastewater customer connections and supporting significant ongoing residential and commercial development within the District's expanding service area.

Client Contact: Crystal House, Office Manager
5575 SW 67th Avenue Road, Ocala, FL 34474
Tel #: (352) 414-5454 | Email: crystal_house@blccdd.com

Cost of Services

We have adopted a billing philosophy whereby out-of-pocket costs such as reproduction, printing, postage, shipping, telephone, and travel are considered part of the project and are incorporated into our fees. Given the range of services identified by the District, Willdan will work with District staff to determine the specific services, priorities, and level of support required. A corresponding fee will then be developed based on the agreed-upon scope of services and the District's needs. The fees charged by Willdan are reflective of our belief and commitment to providing high-quality, cost-effective consulting services to our clients.

Hourly Rates

Provided below is Willdan's hourly rate table, which will be utilized throughout the life of the District's on-call assignment. We will bill the District monthly based on percentage of project completed. Willdan does not have any products it offers on a predetermined fixed fee basis, as each assignment is distinctive and requires its own fee estimate which will be based upon the hourly rates defined below.

Willdan Financial Services Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Vice President / Director	Daryll Parker	\$300
Managing Principal		\$300
Principal Consultant	Tara Hollis	\$270
Project Manager		\$210
Senior Project Analyst	Tiffany Sturms	\$150
Senior Analyst		\$135
Analyst II		\$120
Analyst I		\$110

Florida Business Authorization

Willdan Financial Services is authorized to conduct business in the State of Florida and will meet all applicable requirements established by the District.

State of Florida Authorization to Transact Business

***State of Florida
Department of State***

I certify from the records of this office that WILLDAN FINANCIAL SERVICES, INC. is a California corporation authorized to transact business in the State of Florida, qualified on December 15, 2003.

The document number of this corporation is F03000006225.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 11, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of May,
2022*




Secretary of State

Tracking Number: 2358220121CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Florida Department of State, Division of Corporations' Sunbiz Report

2026 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F03000006225

Entity Name: WILLDAN FINANCIAL SERVICES, INC.

Current Principal Place of Business:

27368 VIA INDUSTRIA
SUITE 200
TEMECULA, CA 92590-4856

Current Mailing Address:

2401 E. KATELLA AVENUE
SUITE 300
ANAHEIM, CA 92806 US

FEI Number: 33-0302345

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
FORT LAUDERDALE, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title ASSISTANT SECRETARY
Name SMITH, REBEKAH
Address 27368 VIA INDUSTRIA
SUITE 200
City-State-Zip: TEMECULA CA 92590-4856

Title PRESIDENT / CEO
Name RISCO, MARK J.
Address 27368 VIA INDUSTRIA
SUITE 200
City-State-Zip: TEMECULA CA 92590-4856

Title SECRETARY
Name NGUYEN, KATE
Address 27368 VIA INDUSTRIA
SUITE 200
City-State-Zip: TEMECULA CA 92590-4856

Title TREASURER / CFO
Name EARLY, CREIGHTON K.
Address 27368 VIA INDUSTRIA
SUITE 200
City-State-Zip: TEMECULA CA 92590-4856

Title DIRECTOR
Name BIEBER, MICHAEL A.
Address 27368 VIA INDUSTRIA
SUITE 200
City-State-Zip: TEMECULA CA 92590-4856

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KATE NGUYEN

SECRETARY

02/26/2026

Electronic Signature of Signing Officer/Director Detail

Date

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Town of Longboat Key

Canal Navigation Maintenance Program Special Assessment Methodology

Final Report

April 2026



FIRST LINE
COASTAL

April 24, 2026

Mr. Charles Mopps, PMP
Public Works Director
Town of Longboat Key
600 General Harris Street
Longboat Key, Florida 34228

Subject: Canal Navigation Maintenance Program Assessment Methodology Study

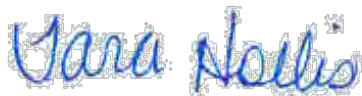
Dear Mr. Mopps,

WILLDAN FINANCIAL SERVICES and FIRST LINE COASTAL, LLC are pleased to submit the Canal Navigation Maintenance Program Assessment Methodology Study (Study) to the Town of Longboat Key, Florida (Town) for your consideration. A summary of the analyses, assumptions, and conclusions are set forth in this Canal Navigation Maintenance Program Assessment Methodology Report (Report).

We appreciate the opportunity to be of service to the Town in this matter. In addition, we would like to thank you and the other members of the Town staff for the valuable assistance and cooperation provided during the preparation of the Study. We look forward to collaborating with you on future projects and continuing a successful professional relationship.

Respectfully Yours,

Willdan Financial Services



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First Line Coastal, LLC



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Project Manager, Vice President

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Report

Executive Summary

The Town of Longboat Key is evaluating the establishment of a Canal Navigation Maintenance Program to provide a consistent and proactive approach to maintaining the navigability and long-term function of the Town's public waterways that are not federally maintained. Over time, natural processes such as sediment accumulation, stormwater runoff, and debris deposition reduce navigational depths within canals and shared waterways. Without routine monitoring and maintenance, these conditions can restrict vessel access, impair water circulation, and lead to costly, reactive restoration efforts. The proposed program is intended to address these challenges through planned monitoring, periodic dredging, and associated environmental compliance activities, thereby preserving the functionality and character of the Town's waterway system.

This report describes the special assessment methodology developed to determine how the costs and special benefits associated with the program will be apportioned among assessed benefiting properties. The methodology is designed to ensure that any assessments imposed are fair and equitable, proportionate to the benefits received by benefited properties, and consistent with Florida law governing non-ad valorem special assessments.

Under Florida law, special assessments (also referred to as a non-ad valorem assessments) may only be levied on properties that receive a special benefit from the service funded by the assessments. For purposes of the Canal Navigation Maintenance Program, properties with direct access to the Town's navigable canal and waterway system, referred to as Direct Access Parcels, are determined to receive a range of special benefits through the program including the preservation and maintenance of navigable canals and waterways. Properties that do not have direct waterway access are not included in the special assessment, even though they may receive general community-wide benefits associated with improved water quality, circulation, and overall community character. Certain properties, including public rights-of-way and other exempt parcels, are also excluded from the assessment.

The special assessment amounts are determined using Equivalent Benefit Units (EBUs), which provide a standardized means of allocating program costs based on the level of benefit received by each benefited property relative to the defined standard of a single-family canal front home. EBUs reflect the nearby location and ability to access and use the navigable waterway system and are assigned based on objective characteristics such as mooring capacity. All single-family canal front homes are assigned one EBU, while multi-family and commercial properties with multiple boat slips or shared docking facilities are assigned additional EBUs to reflect increased use. Condominium units share docking capacity proportionally, and marina slips and dry rack spaces are treated as individual EBU-bearing parcels. Total assessable program costs are divided

by the total number of EBUs to determine a uniform cost per EBU, and each property's assessment is calculated by applying that rate to the number of EBUs assigned to the property.

The Canal Navigation Maintenance Program provides both special benefits and general benefits. Special benefits consist primarily of maintaining direct navigational access for canal front properties, while general benefits include enhanced water quality, improved circulation, stormwater conveyance support, and preservation of the Town's coastal character. To reflect this distinction, the funding approach assumes that a portion of program costs will be supported through a non-ad valorem special assessment imposed against specially benefitted properties, with the remaining costs paid by ad valorem revenues collected from the Longboat Key Townwide Canal Maintenance District established by Section 92.70 of the Town Code of Ordinances to account for general benefits.

Final program costs and assessment amounts will be established through a public process that includes preparation of an assessment roll, notification to affected property owners, public hearings before the Town Commission, and formal adoption by resolution. Overall, this methodology provides a transparent, scalable, and legally defensible framework to support the long-term maintenance of the Town's navigable waterways while equitably allocating costs based on the special benefits received.

Section 1 - Introduction

1.1 General

Willdan Financial Services (WFS) has partnered with First Line Coastal, LLC (FLC) to develop a special assessment apportionment methodology for the Town of Longboat Key (Town) that reflects the special benefit received by parcels within the Town from the proposed Canal Navigation Maintenance Program (Program).

The Special Assessment Methodology Study (Study) and Assessment Methodology Report (Report) have been prepared for the Town to document the technical, legal, and analytical basis for the establishment of a special assessment funding mechanism to support the routine maintenance and dredging of the Town's public waterways that are not federally maintained.

The Program is intended to provide a proactive, on-going townwide approach to preserving navigability, supporting water quality, protecting property values, and maintaining the overall coastal character of the Town. Over time, natural processes such as sediment transport, wave action, stormwater runoff, and debris accumulation result in shoaling within canals and waterways. Without a planned maintenance program, these conditions can restrict navigation, impact water circulation, and require reactive or emergency responses. The proposed program is designed to address these issues in a consistent and efficient manner.

This Report focuses on the allocation of costs related to the navigation maintenance component of the program, including the identification of specially benefited properties and the development of a methodology to fairly and equitably apportion costs amongst those benefiting properties in accordance with Florida law.

This Report presents the results of the analysis conducted to develop a Canal Navigation Maintenance Assessment Program for the Town. Phase I is the restorative phase and will be completed over a five-year planning horizon, FY 2027 through FY 2031. Phase II will begin after the initial phase and will include routine monitoring and maintenance. The work effort documented in this Report includes:

- (1) Development of the assessment methodology for the Town's navigation maintenance program;
- (2) Identification of the revenue requirements necessary to fund canal navigation maintenance services over a five-year period (Phase I); and
- (3) Calculation of assessment rates on specially benefitted properties based on Equivalent Benefit Units (EBUs) derived from parcel-level data.

The goals of this Study include:

- Identifying the full cost of providing canal navigation maintenance services and determining the assessable costs for Fiscal Years 2027 through 2031;
- Establishing a consistent, equitable, and legally defensible non-ad valorem assessment methodology to fairly apportion the cost of services among benefiting properties; and
- Developing preliminary assessment rates based on the proposed cost apportionment methodology.

In simple terms, this assessment methodology allocates the cost of maintaining navigable canals to those properties with direct waterway access. Properties with direct access to the Town's navigable canal system are assessed based on their relative ability to use those waterways, while properties without direct access are not included in the special assessment.

1.2 Overview of the Canal Navigation Maintenance Program

The Canal Navigation Maintenance Program encompasses most public waterways within the Town limits that are not maintained by Federal and State agencies. The waterways function as an interconnected system that supports vessel access, shared navigation corridors, stormwater conveyance, and environmental health throughout the community. Because of this interconnected nature, the Town is evaluating a comprehensive, town-wide program rather than a series of isolated or location-specific projects.

Canal navigation maintenance activities may include periodic dredging of canal centerlines and shared waterways to address shoaling and maintain reasonable navigational depths. Environmental protection is a key component of the program. All maintenance activities would be subject to state and federal permitting requirements, including measures to protect seagrasses and other natural resources. In certain cases, environmental mitigation would be required and is anticipated to result in a net benefit to regional environmental resources.

1.3 Special Benefit and Funding Approach

The Canal Navigation Maintenance Program is intended to provide benefits to both canal-front (Direct Access) properties with direct access to the Town's waterway system and to the broader community. Canal-front properties receive a direct, special benefit through the preservation and maintenance of navigable access from their properties to the larger waterway network, including access canals and shared channels. Maintaining navigability throughout the interconnected waterway system also supports continued access to on-water Town amenities such as fuel, dining, and recreation.

In addition to these direct benefits, the program provides general community benefits, including improved water circulation, water quality, environmental health, tourism support, stormwater function, and preservation of community character. Consistent with Florida law, the Town is evaluating a funding structure that may include a combination of ad valorem revenues to support general benefits provided to the entire community and non-ad valorem special assessments to fund the portion of project costs associated with direct, special benefits to canal-front properties.

This Report addresses the methodology for identifying special benefits to the properties with canal access, defining assessment units, and allocating the assessment benefits and costs in a manner that is fair, reasonable, and proportionate to the special benefits received.

1.4 Assessment Methodology Objectives

The objectives of the special assessment methodology presented in this Report are to:

- Identify the specific navigation-related improvements and services that generate a direct, special benefit to assessed properties;
- Define the properties eligible for assessment based on direct access to the Town's waterway system;
- Establish a rational and legally defensible method for allocating costs among specially benefitted properties;
- Ensure that assessment amounts are proportional to the level of benefit received; and
- Provide transparency and documentation to support public review, statutory notice, and potential appeal processes.

Funding levels, final assessment amounts, and implementation schedules will ultimately be determined through the Town's public hearing process and action by the Town Commission.

1.5 Organization of this Report

This Report presents an overview of the concepts employed in the development of the analysis contained herein, followed by a discussion of the data, assumptions and results associated with each component of the analysis. Finally, an appendix with detailed schedules is presented for a further investigation into the data, assumptions and calculations which drive the results presented in this Study. The Report is organized as follows:

- **Section 1** - Introduction
- **Section 2** - Legal Authority and Assessment Standards

- **Section 3** - Canal Navigation Maintenance Program
- **Section 4** - Benefit Analysis
- **Section 5** - Assessment Units and Cost Allocation Methodology
- **Section 6** - Assessment Roll and Implementation
- **Appendix A** - Glossary

Section 2 - Legal Authority and Assessment Standards

2.1 General

The Town is authorized under Florida law to fund local improvements and services through the imposition of special assessments on properties receiving a special benefit from those improvements or services. Special assessments (also referred to as non-ad valorem assessments) are distinct from taxes in that they are imposed to recover the cost of specific improvements or services from the real property that receives a direct and special benefit from such improvements or services.

Florida courts have consistently recognized that local governments may impose special assessments for infrastructure and services where the required legal standards are met, including improvements related to navigation, stormwater management, and environmental resources.

Under Florida law, a non-ad valorem special assessment may be imposed only where the service provided confers a direct and special benefit upon the assessed property. There must be a logical relationship between the service provided and the benefit received, and assessment costs and benefits must be fairly and reasonably apportioned among the benefited properties.

2.2 Relevant Florida Law Governing Special Non-Ad Valorem Assessments

Florida courts evaluate the validity of a special assessment under a two-prong test: (1) the assessed property must receive a special benefit from the improvements or services, and (2) the assessment must be fairly and reasonably apportioned among the benefitted parcels. The Town intends to levy and collect the assessment pursuant to the assessment procedure provisions set forth in Chapter 37 of the Town Code of Ordinances and the uniform method for collecting non-ad valorem assessments authorized by section 197.3632, Florida Statutes, pursuant to which non-ad valorem special assessments may be collected on the annual property tax bill mailed each November by county tax collectors. This section discusses relevant Florida Law regarding special non-ad valorem assessments as it relates to the Town's Canal Navigation Maintenance Program. The discussion covers how Florida law relates to special benefit and proportional benefit.

Special non-ad valorem assessments are a revenue source available to local governments in Florida to fund capital improvements as well as operations and maintenance expenses for essential services such as roads, drainage, fire/rescue services, utilities, etc. Florida case law does not specify the methodology or formula that must be used in calculating assessments. However, it has established two requirements for the imposition of a non-ad valorem special assessment. These two requirements have become known as the two-pronged test. They are 1) the property assessed must derive a special benefit from the improvement, service or facilities provided, and

2) the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit.

2.2.1 Special Benefit Requirement

To satisfy constitutional and statutory requirements, a valid special assessment must confer a special benefit on assessed properties that is different in kind, not merely degree, from the benefit enjoyed by the general public. A special benefit exists when an improvement or service enhances the use, value, or enjoyment of specific properties.

For the Canal Navigation Maintenance Program, special benefits include preserving and maintaining navigational access for canal-front properties with direct connection to the Town's public waterway system. These properties uniquely benefit from navigable waterways for vessel access, waterfront usability, and continued connection to a larger, interconnected navigation corridors.

2.2.2 Fair and Reasonable Apportionment

In addition to special benefit, special assessment costs must be fairly and reasonably apportioned among benefitted properties. The apportionment methodology must bear a rational relationship to the level of benefit received and may use reasonable, objective factors such as frontage, access, or use characteristics. Exact equality is not required; however, the assessment methodology must not be arbitrary or capricious and must be supported by competent substantial evidence.

2.3 Ad Valorem versus Non-Ad Valorem Funding

Where an improvement or service provides both general and special benefits, Florida law allows local governments to fund the general benefit portion through ad valorem revenues and the special benefit portion through special assessments. This Report addresses only the methodology for the special assessment component associated with direct navigational benefits.

2.4 Summary of Legal Framework

Florida law allows the Town to fund a portion of the Canal Navigation Maintenance Program through special assessments, provided that: (1) assessed properties receive a direct and special benefit, and (2) assessment costs are fairly and reasonably allocated in proportion to the benefit received. The methodology described in this Report has been specifically designed to meet these legal standards.

Section 3 - Canal Navigation Maintenance Program

3.1 Canal Navigation Maintenance Activities

The Canal Navigation Maintenance Program is designed to provide routine and periodic maintenance of the Town's public waterways to preserve navigability and system functionality. Activities may include, but are not limited to:

- Maintenance dredging of canal and waterway centerlines;
- Removal of accumulated sediments and debris;
- Restoration of navigational depths in shared access corridors;
- Associated environmental mitigation and monitoring activities required by permitting agencies; and
- Engineering, permitting, environmental compliance, and program administration.

Dredging activities are anticipated to occur within defined centerline widths while maintaining offsets from seawalls, docks, and other privately owned structures, consistent with regulatory and engineering standards. These services directly benefit waterfront properties by maintaining access, usability, and long-term value.

3.2 Description of the Program

The Town of Longboat Key has committed to maintaining the canals and waterways within and adjacent to the Town limits, excluding those already maintained by state or federal agencies. In total, eighty-eight (88) canals and channels are included in the program, making up approximately 27.7 miles of navigable water. **Figure 1** below depicts the canals and channels included in the Canal Navigation Maintenance Program.

Figure 1: Town of Longboat Key Waterways



The waterways have been categorized into three groups to help understand usage and community benefit. Perimeter/Access waterways, depicted in **red**, serve the entire community by providing access to exterior waterway systems and generally act as thoroughfares. Local waterways, depicted in **blue**, generally dead end on the barrier island side and provide direct access from individual parcels to another navigable channel or directly to Sarasota Bay. Arterial/Shared waterways, depicted in **green**, are considered dual purpose, sharing the intended use of both Access and Local waterways. A summary breakdown of canal designation and characteristics by waterway type can be found in **Table 1** below.

Table 1: Town of Longboat Key Waterway Statistics

Waterway Type	Quantity		Canal/Waterway Lengths		Available Dredge Volumes	
	Number	% of Total	Length (ft)	% of Total	Vol. (CY)	% of Total
Perimeter/Access	10	11.5%	~25,500	17.4%	~3,800	9.4%
Arterial/Shared	12	13.5%	~36,500	24.9%	~11,900	29.4%
Local/Dead End	66	75.0%	~84,300	57.6%	~24,800	61.2%
Totals	88	100.0%	146,300 ft or 27.7 miles	100.0%	~40,500	100.0%

Source: First Line Coastal, LLC.

Note: Volumes based on March 2024 Survey.

3.2.1 Initial Waterway Restoration (Phase I)

To date, maintenance of the Town's waterways has been sporadic, and over time, conditions throughout the waterways have deteriorated. The initial work under the program will include restoration of the waterways to reinstate their intended function throughout the island. Work during this phase will include design, permitting, and construction with dredging of approximately 40,000 cubic yards (cy) of material from the waterways. Seagrass mitigation will be required for impacts to seagrass not previously mitigated. While the required size of the mitigation site has not been determined, the Town is currently authorized for construction of a four-acre site. Additional ancillary tasks may include mangrove trimming, navigational marker maintenance and debris removal. Restoration activities will be phased over time, and not all waterways will require dredging simultaneously or at the same frequency.

Waterway designs have been determined through an in-depth analysis of initial canal dimensions, intended waterway use and permitting limitations. While waterway designs vary, most canals have widths between twenty (20) and forty (40) feet and depths between three (3) and six (6) feet referenced to Mean Low Water (MLW).

3.3 Long-term Routine Waterway Maintenance (Phase II)

Once initial waterway restoration has been completed, the program will transition to routine monitoring and maintenance. This phase of the program will include administrative program maintenance, annual or biennial monitoring (i.e., every two years) via hydrographic survey, and as-needed maintenance dredging. While shoaling rates have not yet been established for the area, it is anticipated that maintenance dredging events during this phase will only be required every two to three years.

3.4 Budget

Budgeted costs for the initial phase of the Canal Navigation Maintenance Program have been developed by First Line Coastal, LLC and include dredging, mobilization, demobilization, hauling, mitigation, legal costs, inflation, operating and maintenance, administration, miscellaneous, and contingencies. The estimated project budget for the Canal Navigation Maintenance Program is shown on **Table 2** below:

Table 2: Canal Navigation Maintenance Program Budgeted Costs (Years 1 to 5)

Description	Initial Phase Total Program Cost
Construction	\$ 3,679,237
Mitigation	3,000,000
Inflationary Adjustments	2,018,867
Subtotal Construction and Mitigation	\$ 8,698,104
Operating Costs (Yrs 1 - 5)	250,000
Maintenance Costs (Yrs 1 - 5)	-
Administrative Costs	714,841
Total Capital and Operating Expenses (Years 1-5)	\$ 9,662,945

Source: First Line Coastal, LLC; Willdan Financial Services; Town of Longboat Key.

Section 4 - Benefit Analysis

4.1 Properties Receiving Special Benefit

Properties receiving a special benefit from the Canal Navigation Maintenance Program are those that:

- Front on a public canal or waterway; and
- Have direct navigable access to the Town's interconnected waterway system.

These properties derive a direct special benefit from maintained navigation depths that support vessel movement from the property to shared canals, access channels, and regional waterways. Only parcels with **direct waterway access**, defined as parcels with frontage on or legal access to maintained waterways, are determined to receive this special benefit and are included in the assessment.

4.2 Nature of the Special Benefit

The Canal Navigation Maintenance Program provides a direct and special benefit to properties with waterway access. The special benefit to canal-front properties includes, but is not limited to:

- Preservation of navigable vessel access;
- Continued usability of private docks and boat lifts;
- Maintaining reliable access to open water for recreational or commercial boating and connectivity to shared navigation corridors;
- Support for waterfront use and enjoyment; and
- Protection of property value associated with navigable waterfront access.

Even where a specific canal segment may not require immediate dredging, canal-front properties benefit from the overall maintenance of the connected system, ensuring reliable access and future responsiveness.

4.3 General Benefits

In addition to special benefits, the program provides general benefits to the broader community, including improved water quality, enhanced water circulation, stormwater function, tourism support, and overall community resilience. These general benefits are not included in the calculation of special assessment costs.

Section 5 - Assessment Units and Cost Allocation Methodology

5.1 General

Under Florida law, special assessments, also referred to as non-ad valorem assessments, must satisfy a two-prong test: 1) the property burdened by the assessment must derive a special benefit from the services or improvements provided by the assessment; and 2) the assessment must be fairly and reasonably apportioned among the affected properties to be assessed. “Special Benefit” requires that there be a logical relationship between the services or improvements provided and the benefit to real property. The assessment methodology evaluates benefits provided to each property and does not consider current property value differences or any benefits that may or may not be provided to the residents and/or occupants. Florida law does not specify the methodology or formula that must be used in calculating assessments; however, the assessment apportionment methodology must be reasonable and not arbitrary. The legislative determinations by the Town Commission regarding the existence of special benefits and reasonableness of the cost apportionment should not be disturbed by a court unless the determinations are arbitrary. This Report discusses the special benefits to properties within the Project Area from the Canal Navigation Maintenance Program and presents the methodology used to apportion the project costs among the specially benefited properties.

5.2 Equivalent Benefit Unit (EBU)

For purposes of the Canal Navigation Maintenance Program, an Equivalent Benefit Unit (EBU) is a standardized unit of measure used to quantify and compare the relative level of special benefit received by properties with direct access to the Town’s navigable waterway system.

An EBU represents the proportionate benefit associated with a typical level of waterway access and use, serving as a common denominator to allocate assessable program costs among specially benefitted parcels in a fair and reasonable manner. The EBU framework does not reflect property value, frontage length, or market characteristics; rather, it is based on functional access to the waterway system and the intensity of navigational use, as measured primarily by the presence and capacity of boat slips or docking facilities.

The use of EBUs allows properties with differing physical characteristics, development patterns, and usage intensity to be evaluated on a consistent and equitable basis, consistent with Florida law governing non-ad valorem special assessments. Parcels with greater potential or actual use of the navigable waterways, such as multi-family, commercial, and condominium properties with multiple slips or shared docking facilities, are assigned a proportionately greater number of EBUs, reflecting an increased level of direct, special benefit from the Canal Navigation Maintenance Program. For example, a single-family canal front home is assigned one (1.0) EBU, representing

a standard level of navigational access. A multi-unit or non-residential property with multiple boat slips or shared docking facilities is assigned additional EBUs to reflect a higher level of use and benefit from the waterway system.

Once EBUs are assigned to all benefitted parcels, total assessable program costs are divided by the total number of EBUs to determine a uniform cost per EBU. Each parcel's annual assessment is then calculated by multiplying the parcel's assigned EBUs by the cost per EBU. This methodology ensures that assessment amounts are proportional to the relative benefit received and that similarly situated properties are treated consistently.

5.3 Parcel Types, Customer Classes, and Boat Slips

5.3.1 Parcel Types

For purposes of this assessment methodology, parcels within the Town are classified into two categories: **Direct Access Parcels** and **Non-Direct Access Parcels**. Direct Access Parcels are defined as those properties with frontage on, and the legal and physical ability to access, the Town's navigable waterway system. These parcels receive a direct, special benefit from the Canal Navigation Maintenance Program, including the preservation of navigable access, enhanced utility, and support of water-dependent property value. Accordingly, Direct Access Parcels are determined to satisfy the special benefit requirement under Florida law and are included within the non-ad valorem special assessment. **Figure 2** below identifies the Canal Navigation Maintenance Program Assessment Direct Access Parcels by County. For purposes of assessment administration, a parcel is treated as a Direct Access Parcel if it meets the following objective criteria:

- The parcel has frontage on (or legally documented access to) a maintained public waterway included in the Program and has a physical point of access (i.e., dock, slip area, or shared docking facility).
- The parcel's access provides navigable connectivity from the parcel to the Town's interconnected maintained waterway system (i.e., not isolated or segment not intended for navigation).
- Where docking facilities are shared (i.e., condominium common elements), the parcel has documented legal rights to use the shared docking facilities that provide such connectivity.

Figure 2: Canal Navigation Maintenance Direct Access Parcels



Non-Direct Access Parcels are those properties that lack frontage on, or direct access to, the Town’s waterway system. While such parcels may derive incidental or general benefits associated with the overall maintenance of the waterways, including community character or environmental enhancements, these benefits are not considered special to the property. Therefore, Non-Direct Access Parcels do not satisfy the legal standard for special benefit and are excluded from the non-ad valorem special assessment. The allocation of parcels by type is shown on **Table 3** below.

Table 3: Parcel Type Allocation

Access	Parcels
Direct	4,266
Non-Direct	5,936
Total	10,202

5.3.2 Customer Classes

WFS obtained parcel information for all parcels within the Town limits from both Manatee County and Sarasota County. Data utilized includes parcel ID, parcel location, parcel owner,

parcel classification, land use code, number of dwelling units, property exemptions, and property value.

WFS used this information to create a parcel database identifying all benefitting properties within the Town. These parcels were classified into the following customer classes based on their current land use and zoning as summarized from the Property Appraiser databases obtained from Manatee and Sarasota County.

- **Single Family**: Includes residential parcels with one dwelling unit per parcel.
- **Condominium**: Includes residential parcels with individual parcel ids within the same building or group of buildings.
- **Multi-Family**: Includes residential parcels with multiple dwelling units on the same parcel with one parcel id for all the units on the parcel (i.e. a duplex).
- **Non-Residential**: includes commercial, industrial, financial institutions, and any other parcels that have not been identified separately that have a non-residential use.
- **Marina Boat Slip**: includes parcels used for docking and/or storing boats. Includes both Marina dry racks and Marina wet slips. The marina boat slip category only includes parcels that have been assigned individual Tax Parcel ID numbers from either the Sarasota County or Manatee County Property Appraiser's Office.
- **Exempt**: include government owned properties, rights-of-way, public easements, etc.

5.3.3 Boat Slips

For purposes of this analysis, the number of boat slips associated with parcels was identified using a combination of standard assumptions and spatial analysis techniques. For single-family residential parcels with direct waterway frontage, it was assumed that each parcel has either one (1) existing boat slip or the reasonable capacity to accommodate one (1) slip based on typical development patterns within the Town. For multi-family, condominium, and non-residential parcels, First Line Coastal utilized Geographic Information System (GIS) spatial analysis to evaluate parcel characteristics and estimate docking capacity. This process included: (i) identification of parcels with water frontage; (ii) verification of connectivity to the Town's navigable and maintained waterway system; and (iii) actual count of boat slips or estimation of boat slips (using face frontage length and a standard design vessel length) where direct inventory data was not available. This methodology provides a consistent and reasonable basis for identifying relative docking capacity across parcel types using the best available data.

Note: Where slip counts were estimated from waterfront frontage, the standard design vessel length reflects a typical slip spacing assumption and is used as a consistent proxy for docking capacity when direct inventory data are unavailable.

5.4 Parcel Apportionment

As described above, the assessment methodology attributes EBUs to apportion assessable Canal Navigation Maintenance Program costs among Direct Access Parcels in proportion to the relative special benefit received, with docking capacity (boat slips) serving as the primary indicator of benefit intensity across parcel types.

Residential Parcels

Each single-family residential parcel with direct waterway access is assigned **one (1.0) EBU per parcel**. This reflects a typical level of waterway use associated with individual residential access.

Multi-Family Parcels

Multi-family parcels with direct waterway access are assigned EBUs based on the **total number of boat slips associated with the parcel**. Each slip represents an incremental level of waterway use and corresponding benefit.

Condominium Parcels

Condominium properties (units) often share common docking facilities. To equitably allocate costs:

- The total number of boat slips associated with a common area element parcel is divided by the total number of assessable condominium units served by that parcel.
- The resulting ratio represents the EBUs per individual condominium parcel (unit).

This approach ensures that assessments reflect the proportional access to waterway facilities among units.

Non-Residential Parcels

Commercial and other non-residential parcels with direct waterway access are assigned EBUs based on the **total number of boat slips associated with the parcel**. Each slip represents an incremental level of waterway use and corresponding benefit.

Marina Boat Slips

Each Marina Wet Slip and Dry Rack parcel is assigned **one (1.0) EBU per parcel**. This reflects a typical level of waterway use associated with individual vessel access. Marina wet slips and dry

rack spaces are recorded as individual assessable parcels in the Manatee County and Sarasota County Property Appraiser databases; accordingly, each slip or rack parcel is assigned 1.0 EBU.

Based on this parcel apportionment methodology as summarized in **Table 4** and associated analysis results in a total of 2,353 EBUs, as shown on **Table 5**.

Table 4: EBU Assignment by Parcel Type

Customer Class	EBU Assignment
Single Family Residential	1.0 EBU per Parcel
Multi-Family	1.0 EBU x Actual or Calculated Boat Slips per Parcel
Condominium	1.0 EBU x Actual or Calculated Boat Slips per Parcel / Total Assessable Condominium Units in Complex
Non-Residential	1.0 EBU x Actual or Calculated Boat Slips per Parcel
Marina/Boat Slip	1.0 EBU per Parcel

Table 5: Total EBUs by Customer Class

Customer Class	Parcels	EBUs
Single Family Residential	1,236	1,236
Multi-Family	7	15
Condominium	2,437	547
Non-Residential	28	92
Marina/Boat Slip	463	463
Exempt	95	-
Total	4,266	2,353

5.5 Special Cases

Exempt Properties

Within the Town Boundaries, there are various properties which are classified as tax-exempt parcels. This land use identifies properties that are not assessed and are assigned 0.00 EBUs for the Canal Navigation Maintenance Program. This land use classification may include but is not limited to:

- Lots or parcels identified as public streets and other roadways (typically not assigned an Assessor's Parcel Number (APN) by the County);
- Dedicated public easements including open space areas, utility rights-of-way, greenbelts, parkways, parks or other publicly owned properties;
- Private properties that cannot be developed independently from an adjacent property, such as common areas, sliver parcels or bifurcated lots or properties with very restrictive development use; and

- Government properties; etc.

These types of parcels are considered to receive little or no benefit from the improvements, are exempt or immune under state or federal law from the payment of ad valorem taxes and/or non-ad valorem assessments, provide services and facilities of a public nature which the Town may otherwise be required to provide, the exemption thereof serves a public purpose and provides a public benefit, or are inappropriate or infeasible to assess and are therefore not included on the assessment roll described in **Section 6** below.

Jewfish Key

Parcels located on Jewfish Key are excluded from the proposed non-ad valorem waterway maintenance assessment based on a determination that such parcels do not receive a separate or distinct special benefit from the waterway maintenance program. Property owners of Jewfish Key parcels may also own canal-fronting parcels located on the “main” island of Longboat Key (hereinafter referred to as “mainland”) that are subject to the special assessment. These mainland canal-fronting parcels provide the primary point of access to the navigable waterways through associated docks or slips, which are utilized by such owners to access their Jewfish Key properties.

Accordingly, the special benefit derived from the maintenance of the waterways, specifically, the preservation and enhancement of navigable access, is realized at and through the assessed mainland parcels. Assigning an additional assessment to the Jewfish Key parcels would constitute a duplication of benefit, as the same functional use of the waterways is already accounted for in the assessment imposed on the mainland properties. Therefore, Jewfish Key parcels are appropriately excluded to ensure the assessment remains fairly and reasonably apportioned in accordance with the special benefit received.

Submerged Parcels

Generally, submerged parcels are typically excluded from the non-ad valorem assessment due to the absence of developable upland area and the limited nature of assignable benefit. However, two submerged parcels: Parcel ID 7766110009 (Shore Restaurant) and Parcel ID 7766300102 (Mar Vista), represent unique circumstances in which water-dependent uses, including docks and associated improvements for waterfront commercial restaurant uses, derive measurable benefit from the canal navigation maintenance program.

Accordingly, these parcels have been treated in a manner consistent with common element or shared-use facilities, whereby the assignable Equivalent Benefit Units (EBUs) associated with water-dependent improvements are attributed to the adjacent or primary building parcels. For the Shore Restaurant property, the dock-related EBUs are assigned to Parcel ID 7766100007. For

the Mar Vista property, the corresponding EBUs are assigned to Parcel ID 7766300052. This approach ensures that the assessable benefit is captured within the benefiting associated parcel structure while maintaining consistency in the application of the methodology and avoiding omission of identifiable direct special benefit.

Subdivision of Parcels

When subdivision of an assessed parcel occurs, the new parcels resulting from the subdivision may be assigned EBUs in accordance with the apportionment methodology described herein if those new parcels likewise receive special benefit from the Canal Navigation Maintenance Program. In such cases, the newly assessed properties are added to the assessment roll under the terms and conditions as parcels currently included on the assessment roll.

5.6 Special Assessment Calculation

5.6.1 General

The annual assessment is calculated using the following steps:

1. **Determine Total Program Costs Apportioned to Special Assessment**

Includes all costs associated with canal navigation maintenance, including capital, operating, administrative, and billing expenses. These costs would be net of costs to be recovered from other funding sources including ad valorem taxes.

2. **Calculate Total EBUs**

Sum of all EBUs assigned to benefited parcels.

3. **Determine Assessment Rate per EBU**

Total Program Costs ÷ Total EBUs

4. **Calculate Parcel Assessment**

Parcel EBUs × Assessment Rate per EBU

This methodology ensures that each parcel pays in proportion to the special benefit received.

5.6.2 Funding Strategy

While the primary and direct special benefit of the Canal Navigation Maintenance Program accrues to parcels with direct waterway access, it is recognized that broader, general benefits are also conferred on all parcels throughout the island, including those without direct access. Such general benefits include, but are not limited to, the preservation of navigability, support of the local economy, enhancement of the community's overall character and desirability, and the facilitation of effective stormwater drainage. Maintenance of the waterways contributes to the

proper conveyance and discharge of stormwater, thereby reducing localized flooding risks and supporting the overall functionality of the island's drainage system.

Accordingly, the Town's overall funding strategy provides for a dual-revenue approach to ensure costs are allocated in a fair and equitable manner consistent with the nature of benefits received. A portion of the total program costs will be recovered from all taxable parcels on the island through an ad valorem tax, reflecting the general benefit component. The remaining costs will be recovered through a non-ad valorem special assessment imposed on parcels receiving a direct and special benefit from the program.

To reasonably allocate costs between general and special benefits, this analysis assumes that certain system-wide outcomes (i.e., water circulation, water quality, stormwater conveyance support, and community character) provide general benefits to all parcels, while the primary navigational access benefit accrues to Direct Access Parcels. Based on our analysis, we have determined that approximately 20% of the benefits derived from the canal navigation maintenance program are reasonably characterized as general benefits conveyed to the townwide community as a whole and therefore appropriate for funding from sources other than the non-ad valorem assessment, and in particular from ad valorem revenues collected within the Longboat Key Townwide Canal Maintenance District established by Section 92.70 of the Town Code of Ordinances. The remaining 80% of the program benefits are reasonably characterized as special benefits conveyed to Direct Access Parcels and therefore appropriate for funding through non-ad valorem assessments. In order to achieve this allocation of general and special benefits, it is important to note that the Direct Access Parcels are also located within the boundaries of, and will be subject to, the ad valorem taxes levied in the Longboat Key Townwide Canal Maintenance District. The owners of Direct Access Parcels will therefore contribute both special assessments and ad valorem revenues toward the costs of the program. Accordingly, for purposes of calculating the rate per EBU of the non-ad valorem assessment, it is assumed that approximately 30% of the total program costs will be funded through the ad valorem tax, with the remaining 70% recovered through the non-ad valorem special assessment. This allocation is intended to reasonably apportion program costs between general and special benefits and ensures that overall, 80% of the program costs are borne by Direct Access Parcels. **Table 6** presents the total and annual revenue requirement for Years 1 to 5 to be recovered through the non-ad valorem special assessment.

Table 6: Funding Strategy Program Costs

Component	Program Costs	Allocated Funding Source	
		Ad Valorem	Non-Ad Valorem
Total Capital and Operating Costs (Yr 1 - 5)	\$ 9,662,945	\$ 2,898,884	\$ 6,764,062
Adjustments - Contingency/Statutory	633,885	104,732	529,153
Total Costs	\$ 10,296,830	\$ 3,003,616	\$ 7,293,215
Annual Cost Allocation	\$ 2,059,366	\$ 600,723	\$ 1,458,643

5.6.3 Calculated Assessment Rate per EBU

Based on our benefit analysis and the assignment of EBUs to each parcel for the specific benefits, the annual cost per EBU is shown below in **Table 7**. It should be noted that these values are based on the current anticipated project costs and may change if there are any changes in the assessment roll or program costs before the initial phase is finalized.

Table 7: Calculated Rate per EBU (Rounded)

Description	Amount
Annual Cost Allocation	\$ 1,458,643
Equivalent Benefit Units (EBUs)	2,353
Assessment Rate per EBU (Rounded)	\$ 620.00

5.7 Scalability of Methodology

The assessment methodology described herein is scalable and adaptable to changes in development intensity, future development, and program costs over time. Such changes may result from inflation, variations between estimated and actual costs of providing canal navigation maintenance services, and/or the availability of additional funding sources, including grants. The proportional allocation framework underlying the methodology remains valid regardless of changes in total funding requirements.

Accordingly, increases or decreases in program costs may be accommodated through recalculation of the applicable ad valorem funding levels and per-EBU assessment rates using the same methodology. This scalability is particularly relevant in future years following completion of capital-intensive activities, ensuring that assessment amounts continue to reflect relative benefit in a consistent and equitable manner.

Section 6 - Assessment Roll and Implementation

6.1 Assessment Roll

Willdan has developed a Canal Navigation Maintenance Program Assessment Roll (Roll) of all parcels within the Town that will receive a Canal Navigation Maintenance Program Assessment. This Roll includes specific information for each parcel, including the recommended FY 2027 Canal Navigation Maintenance Program Assessment. The Roll will be delivered to the Town electronically and a copy of the Roll will be available at the Town Clerk's office. Key statistics from that roll are included in **Table 8** below. It should be noted that these schedules contain information gathered from data currently available in government databases and from field surveys. These classifications and property totals are subject to change based on changes in property characteristics, use, etc. Assessment amounts presented in the Assessment Roll are preliminary and subject to final adoption by the Town Commission following the required public hearing process.

Table 8: FY 2027 Assessment Roll Statistics

Customer Class	Parcels	EBUs	Non-Ad Valorem Assessments
Single Family Residential	1,236	1,236	\$ 766,320
Multi-Family	7	15	9,300
Condominium	2,437	547	340,163
Non-Residential	28	92	55,800
Marina/Boat Slip	463	463	287,060
Exempt	95	-	-
Total	4,266	2,353	\$ 1,458,643

The Roll may also be amended over time to reflect the removal of certain tax parcels. Additional parcels may be added to the Roll, and additional EBUs may be attributed to parcels previously included in the Roll, under various circumstances which may include, but are not limited to, the following:

- Tax parcels develop to a greater intensity, justifying the assignment of additional EBUs;
- Tax parcels which were previously determined to be exempt or immune from payment of the assessments undergo changes in use and/or ownership which would allow or require the imposition of assessments;
- Changes in state or federal law or determination by a court of competent jurisdiction that would allow or require the imposition of assessments against parcels previously determined to be exempt or immune;

- Subsequent policy determinations of the Town Commission; and
- Inadvertent exclusion or omission of parcels from the Roll.

Updates are applied using the same EBU methodology described in this Report to maintain proportionality and consistency over time.

6.2 Implementation

In accordance with Chapter 37 of the Town Code of Ordinances and section 197.3632, Florida Statutes, the Town will prepare and certify a non-ad valorem assessment roll to the respective Tax Collectors for collection of the assessment on the annual tax bill and will coordinate required administrative agreements and cost reimbursements with the Property Appraiser and Tax Collector as applicable. The assessment will be levied annually and collected pursuant to the uniform method for non-ad valorem assessments as provided in Florida law. Key implementation steps include:

- Adoption of an initial assessment resolution
- Preparation of an assessment roll
- Notification to affected property owners
- Public hearing and final assessment resolution
- Certification of the assessment roll for collection

The assessment will appear on the annual property tax bill as a non-ad valorem assessment.

Appendix A - Glossary

Ad Valorem Tax - A tax based on the assessed value of real or personal property. In the context of this report, ad valorem revenues may be used to fund the portion of the Canal Navigation Maintenance Program that provides general benefits to the community at large.

Assessment Roll - The official listing of parcels subject to the Canal Navigation Maintenance Program special assessment, including parcel identification information, assigned Equivalent Benefit Units (EBUs), and the calculated assessment amount for each parcel.

Best Available Data - The most current and reliable data obtainable at the time of the analysis, including property appraiser records, geographic information system (GIS) mapping, field observations, and engineering or environmental studies.

Boat Slip - A designated docking space for a vessel, including wet slips and dry rack spaces, that provides direct access to a navigable waterway. Boat slips are used as a primary indicator of waterway use intensity and corresponding special benefit.

Canal Navigation Maintenance Program - The Town of Longboat Key's proposed program for routine and long-term maintenance of publicly owned, non-federally maintained canals and waterways, including dredging, monitoring, permitting, environmental mitigation, and program administration.

Direct Access Parcel - A parcel of land with frontage on, or documented legal and physical access to, a maintained public waterway included in the Canal Navigation Maintenance Program, and with navigable connectivity to the Town's interconnected waterway system. Direct Access Parcels are determined to receive a direct and special benefit from the Program and are included in the special assessment.

Equivalent Benefit Unit (EBU) - A standardized unit of measure used to quantify and compare the relative level of special benefit received by properties with direct access to the Town's navigable waterway system. EBUs serve as the basis for allocating assessable program costs among benefitted parcels in a fair and proportionate manner.

General Benefit - A benefit that accrues to the broader community or the public at large rather than to a specific property. Examples include enhanced water quality, improved water circulation, stormwater conveyance support, tourism support, and preservation of community character. General benefits are not financed through the special assessment.

Geographic Information System (GIS) - A system used to capture, analyze, and visually display spatial or geographic data. GIS analysis was used in this study to identify waterfront parcels,

evaluate connectivity, and estimate docking capacity where direct inventory data was unavailable.

Initial Waterway Restoration - The first phase of the Canal Navigation Maintenance Program involving design, permitting, and dredging activities necessary to restore canals and waterways to their intended navigational function. This phase may involve one-time or capital-intensive activities and is expected to be phased over time.

Marina Wet Slip / Dry Rack - A marina docking facility recorded as an individual parcel in the county property appraiser databases that provides vessel access to navigable waterways. Each marina wet slip or dry rack parcel is treated as a discrete assessable unit for purposes of assigning EBUs.

Mean Low Water (MLW) - A tidal datum representing the average of all low tide heights observed over a specified period. Canal depths referenced in this report are generally measured relative to MLW.

Non-Ad Valorem Assessment - A charge levied against benefitted real property to recover the cost of a specific improvement or service that provides a direct and special benefit to the assessed property. Non-ad valorem assessments are distinct from taxes and are collected pursuant to Florida's uniform method for local government assessments. Also referred to as a "special assessment."

Non-Direct Access Parcel - A parcel that lacks frontage on, or direct navigable access to, the Town's maintained waterway system. While such parcels may receive incidental or general benefits from the Program, they do not receive a direct and special benefit and are therefore excluded from the special assessment.

Proportionality - The legal requirement that special assessment costs be allocated among benefitted properties in a manner that bears a reasonable relationship to the level of benefit received by each property.

Scalability - The ability of the assessment methodology to remain valid and applicable as development patterns, program costs, funding sources, or other underlying variables change over time, without altering the fundamental framework used to allocate costs.

Shoaling - The natural accumulation of sediment in canals and waterways that reduces navigational depth and can impede vessel access if not periodically addressed through maintenance dredging.

Special Benefit - A direct benefit that is particular to specific properties and different in kind, not merely degree, from benefits experienced by the general public. In this report, special benefits arise from the preservation and maintenance of navigable waterway access for Direct Access Parcels.

Special Assessment – See Non-Ad Valorem Assessment definition.

Tax Parcel - A discrete unit of real property identified and maintained by the county property appraiser for assessment and taxation purposes. Each tax parcel is assigned a unique parcel identification number and serves as the basic unit for property classification, valuation, and assessment administration. For purposes of the Canal Navigation Maintenance Program, special assessment determinations, EBU assignments, and assessment billing are applied at the tax-parcel level, except where common elements or shared facilities require proportional allocation among multiple parcels.

Uniform Method - Florida’s statutory process (Section 197.3632, Florida Statutes) for the levy, collection, and administration of non-ad valorem assessments on the annual property tax bill.

Waterway System - The interconnected network of canals and channels within and adjacent to the Town of Longboat Key that are maintained under the Canal Navigation Maintenance Program and provide navigable access to Sarasota Bay and other regional waters.



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