Rizzetta & Company

Bainebridge
Community Development District

Board of Supervisors'
Special Meeting
November 12, 2026

District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084

www.bainebridgecdd.org

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Bainebridge Amenity Center, 15855 Twin Creek Drive, Jacksonville, FL 32218
www.bainebridgecdd.org

Board of Supervisors	William Huff	Chairman
	Samuel Helms	Vice Chairman
	Larry Hall	Assistant Secretary
	Alton Mabb	Assistant Secretary
	Wally David	Assistant Secretary
District Manager	Ben Pfuhl	Rizzetta & Company, Inc.
District Counsel	Kyle Magee	Kutak Rock, LLP
District Engineer	Joey Duncan	Dewberry Engineers, Inc.

All cellular phones must be placed on mute while in the meeting room.

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

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 (239) 936-0913. 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), who can aid you in contacting the District Office.

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.

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.bainebridgecdd.org

Board of Supervisors
Bainebridge Community
Development District

November 05, 2026
Rev. 11/09/2026

REVISED FINAL AGENDA

Dear Board Members:

The **Special Meeting** of the Bainebridge Community Development District will be held on **November 12, 2026, at 6:00 p.m.** at the Bainebridge Amenity Center, located at 15855 Twin Creek Drive, Jacksonville, Florida 32218.

1. CALL TO ORDER/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. AUDIENCE COMMENTS ON AGENDA ITEMS
4. BUSINESS ADMINISTRATION
- A. Ratification of Operation and Maintenance Expenditures for June 2026 through September 2026 ..... Tab 1

5. STAFF REPORTS
- A. Landscape Inspection Report ..... Tab 2
- B. Landscape Report ..... Tab 3
  1. Consideration of Brightview Landscaping Proposals
- C. District Counsel
- D. District Engineer
- E. Amenity Manager Report ..... Tab 4
- F. District Manager
  1. Tigris Aquatic Services Pond Reports ..... Tab 5

6. BUSINESS ITEMS
- A. Consideration of A/C replacement proposals ..... Tab 6
- B. Discussion Swimming Pool Remodel
- C. Consideration of Playground Equipment Replacement ..... Tab 7
- D. Ratification of FY2026-2027 Insurance Renewal ..... Tab 8
- E. Acceptance of Arbitrage Engagement Letters Series 2025 and Series 2007 ..... Tab 9
- F. Consideration of Resolution 2027-01, Setting Dates, Time and Location for Fiscal Year 2026-2027 Regular Meetings ..... Tab 10
- G. Consideration of Resolution 2027-02; Resetting Public Hearing on Revised Rules of Procedure ..... Tab 11
- H. Public Hearing on Revise Rules of Procedure
  1. Consideration of Resolution 2027-03; Adopting Revised Rules of Procedure ..... Tab 12

7. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

8. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Sincerely,

Benjamin Pfuhl

Benjamin Pfuhl

Tab 1

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084
MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614
WWW.BAINEBRIDGECDD.ORG

Operation and Maintenance Expenditures
June 2026
Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2026 through June 30, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **$ 23,803.56**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

June 1, 2026 Through June 30, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Bob's Backflow & Plumbing Services, Inc.	300157	35242	Backflow 05/26	$ 1,508.00
BrightView Landscape Services, Inc.	300158	9785735	Landscape Replacement 05/26	$ 1,225.00
BrightView Landscape Services, Inc.	400053	9788660	Landscape Maintenance 06/26	$ 3,156.00
BrightView Landscape Services, Inc.	400050	9792249	Landscape Replacement 05/26	$ 1,850.44
BrightView Landscape Services, Inc.	400050	9792250	Landscape Replacement 05/26	$ 717.77
C BUSS Enterprises, Inc.	400055	6386	Pool Maintenance 06/26	$ 184.85
COMCAST	61726	8495741202010538-052426	Phone, Internet & Cable Services 06/26	$ 380.87
Extra Duty Solutions	400051	X233.030543	Deputy Services 04/26	$ 437.57
Extra Duty Solutions	400056	X233.030806	Deputy Services 05/26	$ 220.08
Extra Duty Solutions	400056	X233.031092	Deputy Services 05/26	$ 438.12
First Coast Contract Maintenance Service, LLC	400059	10294	Management Services 07/26	$ 4,587.00

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

June 1, 2026 Through June 30, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Hi-Tech System Associates	400057	443716	Access Control 06/26	$ 117.95
Jacksonville Daily Record	400058	26-01671D	Legal Advertising 03/26	$ 100.00
JEA	62426	4849510511-060126	Utility Services 05/26	$ 2,074.38
Republic Services	60826	0687-001628391	Waste Disposal Services 06/26	$ 638.95
Rizzetta & Company, Inc.	400049	INV0000109900	Accounting Services 06/26	$ 5,359.33
TIGRIS Aquatic Services, LLC	400060	4642385	Aquatic Maintenance 06/26	$ 775.00
TIGRIS Aquatic Services, LLC	400054	4684988	Aquatic Maintenance 05/26	$ 32.25
Report Total				**$ 23,803.56**

Bob's Backflow & Plumbing Services

4640 Subchaser Ct., Ste 113
Jacksonville, FL 32244

Phone # (904) 268-8009 Fax # (904) 292-4403

INVOICE

35242

Invoice Date

5/13/2026

Bill To	Job Location
Bainbridge CDD C/O Rizzetta & Company Inc. 3434 Colwell Ave, Ste 200 Tampa, FL 33614	Bainbridge CDD 15855 Twin Creek Dr Jacksonville, FL 32218

P.O. Number	Terms	Due Date
	Net 30	6/12/2026

Serviced	Description	Quantity	Price Each	Amount
5/11/2026				
	1-1/2" Watts 919 S#:13199 - Potable			
	Labor 2 Men to replace the existing backflow preventer, clean, flush, test, and certify	2.5	200.00	500.00
	1,5' Wilkins 975XL2 Serial # VCA56556	1	873.00	873.00
	Piping & Materials	1	65.00	65.00
	Insulation to protect the device against future freeze damage.	1	70.00	70.00
	Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider - PASSED	1	0.00	0.00

Total	$1,508.00
Payments/Credits	$0.00
Balance Due	$1,508.00

Thank you for your business. We appreciate your prompt payment.

Please make checks payable to Bob's Backflow and include your invoice number.

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084
MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614
WWW.BAINEBRIDGECDD.ORG

Operation and Maintenance Expenditures
July 2026
Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2026 through July 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **$ 35,515.26**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

July 1, 2026 Through July 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Alton Mabb Jr.	400071	AM071626-140	Board of Supervisors Meeting 07/16/26	$ 200.00
American Electrical Contracting, Inc.	400064	80057946	Maintenance & Repair 04/26	$ 681.50
BrightView Landscape Services, Inc.	400067	9825935	Landscape Maintenance 07/26	$ 3,156.00
COMCAST	71726	8495741202010538-062426	Phone, Internet & Cable Services 07/26	$ 373.27
Extra Duty Solutions	071026-1	140-082426	Deputy Services 06/26	$ 2,329.32
Extra Duty Solutions	400070	X233.029285	Deputy Services 03/26	$ 305.90
Extra Duty Solutions	400070	X233.031849	Deputy Services 05/26	$ 513.52
Extra Duty Solutions	071026-3	X233.032939	Deputy Services 07/26	$ 710.64
Extra Duty Solutions	71326	X233.033137	Deputy Services 07/26	$ 834.40
Extra Duty Solutions	400070	X233.993184	Deputy Services 04/26	$ 435.68
Extra Duty Solutions	400070	X233.993285	Deputy Services 05/26	$ 435.68

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

July 1, 2026 Through July 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Extra Duty Solutions	400070	X233.993386	Deputy Services 06/26	$ 435.68
Extra Duty Solutions	071026-3	X233.993491	Deputy Services 07/26	$ 435.68
First Coast Contract Maintenance Service, LLC	400068	10303	Reimbursable Expenses 05/26	$ 686.75
First Coast Contract Maintenance Service, LLC	300159	10323	Reimbursable Expenses 06/26	$ 312.38
First Coast Contract Maintenance Service, LLC	300159	10345	Management Services 08/26	$ 4,587.00
First Coast Contract Maintenance Service, LLC	300159	10358	Reimbursable Expense 06/26	$ 2,224.05
Hi-Tech System Associates	400065	445269	Access Control 07/26	$ 117.95
Jacksonville Daily Record	400066	26-03314D	Legal Advertising 06/26	$ 1,012.10
JEA	72326	4849510511-070126	Utility Services 06/26	$ 2,496.66
Kutak Rock, LLP	400062	3763727	Legal Services 03/26	$ 3,653.13
Larry M. Hall	400072	LH071626-140	Board of Supervisors Meeting 07/16/26	$ 200.00

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

July 1, 2026 Through July 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Republic Services	70726	0687-001636148	Waste Disposal Services 07/26	$ 637.68
Rizzetta & Company, Inc.	400061	INV0000110563	Mass Mailing - Budget Notice 06/26	$ 855.96
Rizzetta & Company, Inc.	400063	INV0000110573	Accounting Services 07/26	$ 6,509.33
Samuel Lincoln Helms III	400073	SH071626-140	Board of Supervisors Meeting 07/16/26	$ 200.00
TIGRIS Aquatic Services, LLC	400069	4642386	Aquatic Maintenance 07/26	$ 775.00
Walter David	400074	WD071626-140	Board of Supervisors Meeting 07/16/26	$ 200.00
William R. Huff II	400075	WH071626-140	Board of Supervisors Meeting 07/16/26	$ 200.00
Report Total				**$ 35,515.26**

FIRST COAST CONTRACT MAINTENANCE SERVICES, LLC
352 Perdido St
Saint Johns, FL 32259-8756
(904) 537-9034
www.firstcoastcms.com

INVOICE

BILL TO
Bainebridge
3434 Colwell Ave, Suite 200
Tampa, Fl 33614

INVOICE	10303
DATE	06/01/2026
TERMS	Net 60
DUE DATE	07/31/2026

P.O. NUMBER
Reimbursables

MONTH OF SERVICE
May 2026 : 2

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/10/2026	Amzn - thermostat lockbox			29.62
05/12/2026	Lowes - grip and grab reach			21.17
05/14/2026	Lowes - lockable thermostat			50.48
05/14/2026	Amzn - toilet paper			67.27
05/14/2026	Amzn - paper towels			36.67
05/14/2026	Amzn - access cards			205.90
05/17/2026	Amzn - janitorial gloves			70.79
05/31/2026	C Buss invoice #6386 - pool chemicals			184.85
	Purchasing Fee 3% purchase fee	666.75	0.03	20.00

We appreciate the partnership and opportunity to continue to serve your community.

BALANCE DUE **$686.75**

INVOICE

C Buss Enterprises Inc
152 Lipizzan Trl
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com
+1 (904) 710-8161
www.cbussenterprises.com

C BUSS ENTERPRISES
COMMERCIAL POOL SERVICE, REPAIRS & REMODELS
CPC 1459150 CPC 1458428
904-710-8161

Bill to
Bainebridge CDD
3434 Colewell Ave
Tampa, FL 33614

Ship to
Bainebridge CDD
15855 twin Creek Dr
Jacksonville, FL 32218

Invoice details
Invoice no.: 6386
Terms: Net 30
Invoice date: 05/25/2026
Due date: 06/24/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**TRICHLOR**	PER LB	10	$8.35	$83.50
2.	**LIQUID BLEACH**	PER GAL	5	$4.98	$24.90
3.	**TILE SOAP**	PER GAL	1	$76.45	$76.45

Total **$184.85**

Ways to pay

VISA DISCOVER AMEX BANK

THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN TRAIL, ST. AUGUSTINE, FL 32095

View and pay

B3

LOWE'S

SIGN IN TO TRACK REWARDS AND MANAGE ACCOUNT

LOWE'S HOME CENTERS, LLC
480 COUNTY ROAD 210 W
ST JOHNS, FL 32259 (904) 417-4448

- SALE -

SALES#: 53445H0I 3567234 TRANS#: 153228600 05-12-26

215159 ETTORE GRIP N GRAB REACH 19.78

PUBLIC INFRASTRUCTURE FEE 0.10

SUBTOTAL:	19.88
TOTAL TAX:	1.29
INVOICE 97871 TOTAL:	21.17
AMEX:	21.17

******* MY LOWE'S PRO REWARDS *******

EST. POINTS EARNED: 24*
* Points are awarded on eligible purchases
for orders that have been settled and fulfilled

****

AMEX: [redacted] AMOUNT: 21.17 AUTHCD: 831503
EMV REF ID:3445088871152 05/12/26 15:48:57

LOWE'S

SIGN IN TO TRACK REWARDS AND MANAGE ACCOUNT

LOWE'S HOME CENTERS, LLC
15125 CITY SQUARE DRIVE
JACKSONVILLE, FL 32218 (904) 696-4063

- SALE -

SALES#: 82472K0I 5[illegible] TRANS#: 883829660 05-13-26

83203 THERMOSTAT SIT SO UNITY B 46.96
2 @ 23.48

SUBTOTAL:	46.96
TOTAL TAX:	3.52
INVOICE [illegible] TOTAL:	50.48
VISA:	50.48

******* MY LOWE'S PRO REWARDS *******

EST. POINTS EARNED: 58*
* Points are awarded on eligible purchases
for orders that have been settled and fulfilled

****

amazon.com

Final Details for Order #113-1568892-3810647

Order Placed: May 14, 2026
PO number : Bainebridge
Amazon.com order number: 113-1568892-3810647
Order Total: $67.27

Shipped on May 15, 2026

Items Ordered	Price
1 of: *Tork Advanced Toilet Paper Roll, White, Compatible with T24 Dispensers, 2-ply, Soft Tissue, 80 rolls x 500 sheets (2461200)* Sold by and invoiced on behalf of: Amazon.com Condition: New	$63.16

Shipping Address:
First Coast CMS, LLC
352 PERDIDO ST
SAINT JOHNS, FL 32259-8756
United States

Shipping Speed:
Rush Shipping

Item(s) Subtotal:	$63.16
Shipping & Handling:	$2.99
Free Shipping:	-$2.99
Total before tax:	$63.16
Sales Tax:	$4.11
Total for This Shipment:	**$67.27**

Payment information

Payment Method:
American Express | [redacted]

Item(s) Subtotal:	$63.16
Shipping & Handling:	$2.99
Promotion applied:	-$2.99
Total before tax:	$63.16
Estimated Tax:	$4.11
Grand Total:	**$67.27**

Credit Card transactions
American Express ending in [redacted] May 15, 2026: $67.27

To view the status of your order, return to Order Summary .

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amazon.com

Final Details for Order #113-6911063-6623419

Order Placed: May 14, 2026
PO number : Bainebridge
Amazon.com order number: 113-6911063-6623419
Order Total: $70.79

Shipped on May 17, 2026

Items Ordered	**Price**
1 of: *Inspire Nitrile Exam Gloves | The Original Quality Stretch Nitrile Cobalt Blue | 4.5 Gloves Disposable Latex Free Medica l EMT (Cobalt Blue, Medium)* Sold by and invoiced on behalf of: Soho Living (seller profile) Seller Credentials: 889 Certification, Registered Small Business Condition: New	$66.47

Shipping Address:
First Coast CMS, LLC
352 PERDIDO ST
SAINT JOHNS, FL 32259-8756
United States

Shipping Speed:
Amazon Day Delivery

Item(s) Subtotal:	$66.47
Shipping & Handling:	$0.00
Total before tax:	$66.47
Sales Tax:	$4.32
Total for This Shipment:	**$70.79**

Payment information

Payment Method:
American Express | [redacted]

Item(s) Subtotal:	$66.47
Shipping & Handling:	$0.00
Total before tax:	$66.47
Estimated Tax:	$4.32
Grand Total:	**$70.79**

Credit Card transactions
American Express ending [redacted] May 17, 2026: $70.79

To view the status of your order, return to Order Summary .

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amazon.com

Final Details for Order #113-8107130-1629852

Order Placed: May 14, 2026
PO number : Bainebridge
Amazon.com order number: 113-8107130-1629852
Order Total: $36.67

Shipped on May 15, 2026

Items Ordered	Price
1 of: *AmazonCommercial 1-Ply Kraft 7.9' Hard Roll Paper Towels (SOFI-011) Bulk for Business |Made from 100% Recyclable Material |Compatible with Universal Dispensers|800 feet per Roll (6 Rolls)* Sold by and invoiced on behalf of: Amazon.com Condition: New	$34.43

Shipping Address:
First Coast CMS, LLC
352 PERDIDO ST
SAINT JOHNS, FL 32259-8756
United States

Shipping Speed:
FREE Prime Delivery

Item(s) Subtotal:	$34.43
Shipping & Handling:	$0.00
Total before tax:	$34.43
Sales Tax:	$2.24
Total for This Shipment:	**$36.67**

Payment information

Payment Method:
American Express | Last digits: [redacted]

Item(s) Subtotal:	$34.43
Shipping & Handling:	$0.00
Total before tax:	$34.43
Estimated Tax:	$2.24
Grand Total:	**$36.67**

Credit Card transactions
American Express ending in [redacted] May 15, 2026: $36.67

To view the status of your order, return to Order Summary .

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amazon.com

Final Details for Order #113-4351434-9368234

Order Placed: May 14, 2026
PO number : Bainebridge
Amazon.com order number: 113-4351434-9368234
Seller's order number: 1019015
Order Total: $205.90

Shipped on May 14, 2026

Items Ordered	**Price**
2 of: *AWID Prox-Linc CS Prox Card (25 Pack)* Sold by and invoiced on behalf of: Fire and Safety Plus (seller profile) Seller Credentials: 889 Certification, Registered Small Business, Classified Small Business - Gartner Standard Condition: New	$91.50

Shipping Address:
First Coast CMS, LLC
352 PERDIDO ST
SAINT JOHNS, FL 32259-8756
United States

Shipping Speed:
Standard Shipping

Item(s) Subtotal:	$183.00
Shipping & Handling:	$11.00
Total before tax:	$194.00
Sales Tax:	$11.90
Total for This Shipment:	**$205.90**

Payment information

Payment Method:
American Express | [redacted]

Item(s) Subtotal:	$183.00
Shipping & Handling:	$11.00
Total before tax:	$194.00
Estimated Tax:	$11.90
Grand Total:	**$205.90**

Credit Card transactions

American Express ending in [redacted] May 14, 2026: $205.90

To view the status of your order, return to Order Summary .

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amazon.com

Final Details for Order #113-0728609-6547429

Order Placed: May 7, 2026
PO number : Bainebridge
Amazon.com order number: 113-0728609-6547429
Order Total: $29.62

Shipped on May 11, 2026

Items Ordered	Price
2 of: *Gedreew Large Thermostat Lock Box Cover with Key, Clear Thermostat Cover with Lock Compatible With Honeywell Home Thermo stat On Wall, AC Lock Box Cover with Key Fits Thermostats 5"H x 6" W or Smaller* Sold by and invoiced on behalf of: ANOVASKY (seller profile) Condition: New	$13.91

Shipping Address:
First Coast CMS, LLC
352 PERDIDO ST
SAINT JOHNS, FL 32259-8756
United States

Shipping Speed:
Amazon Day Delivery

Item(s) Subtotal:	$27.82
Shipping & Handling:	$0.00
Total before tax:	$27.82
Sales Tax:	$1.80
Total for This Shipment:	**$29.62**

Payment information

Payment Method:
American Express [redacted]

Item(s) Subtotal:	$27.82
Shipping & Handling:	$0.00
Total before tax:	$27.82
Estimated Tax:	$1.80
Grand Total:	**$29.62**

Credit Card transactions — American Express ending [redacted] May 11, 2026: $29.62

To view the status of your order, return to Order Summary .

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FIRST COAST CONTRACT MAINTENANCE SERVICES, LLC
352 Perdido St
Saint Johns, FL 32259-8756
(904) 537-9034
www.firstcoastcms.com

INVOICE

BILL TO
Bainebridge
3434 Colwell Ave, Suite 200
Tampa, Fl 33614

INVOICE	10323
DATE	06/15/2026
TERMS	Net 60
DUE DATE	08/14/2026

P.O. NUMBER
Reimbursables

MONTH OF SERVICE
June 2026 : 1

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/01/2026	RETURN Amzn - thermostat lock box			-14.81
06/01/2026	RETURN Amzn - thermostat lock box			-14.81
06/10/2026	MyFloridaEHPermit - pool permit			332.90
	Purchasing Fee 3% purchase fee	303.28	0.03	9.10

We appreciate the partnership and opportunity to continue to serve your community

BALANCE DUE **$312.38**

American Electrical Contracting Inc.
9016 Philips Highway, Jacksonville, Florida 32256
EC13007311

INVOICE

INVOICE	INVOICE DATE
80057946	4/1/2026

BILL TO
Bainbridge CDD
3434 Colwell Avenue #Unit 200
Tampa, FL 33614 USA

JOB ADDRESS
Bainebridge CDD
15855 Twin Creek Drive
Jacksonville, FL 32218 USA

CUSTOMER PO
PAYMENT TERM Due Upon Receipt
DUE DATE 4/1/2026
JOB TYPE Lighting / Ceiling Fan

DESCRIPTION OF WORK

Changed 4 timer switches marked by blue tape in clubhouse.

Materials: $280.00

Labor: $401.50

Total: $681.50

SUB-TOTAL	$681.50
TAX 0%	$0.00
TOTAL DUE	$681.50
PAYMENT	$0.00
BALANCE DUE	$681.50

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

Sign here N/A Date 4/1/2026

CUSTOMER ACKNOWLEDGEMENT

I find and agree that all work performed by American Electrical Contracting Inc. has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

Sign here N/A Date 4/1/2026

TECHNICIAN ACKNOWLEDGMENT

Sign here Date

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084
MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614
WWW.BAINEBRIDGECDD.ORG

Operation and Maintenance Expenditures
August 2026
Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2026 through August 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **$ 25,842.67**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

August 1, 2026 Through August 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
BrightView Landscape Services, Inc.	400077	9861387	Landscape Maintenance 08/26	$ 3,156.00
COMCAST	81726	8495741202010538-072426	Phone, Internet & Cable Services 08/26	$ 374.22
Extra Duty Solutions	20260819-1	X233.033335	Deputy Services 07/26	$ 631.68
Extra Duty Solutions	20260819-1	X233.033546	Deputy Services 07/26	$ 631.68
Extra Duty Solutions	20260819-1	X233.033740	Deputy Services 07/26	$ 394.80
Extra Duty Solutions	20260819-1	X233.033939	Deputy Services 08/26	$ 987.00
Extra Duty Solutions	20260819-1	X233.993581	Deputy Services 08/26	$ 435.68
First Coast Contract Maintenance Service, LLC	400078	10319	Pool Maintenance 06/26	$ 367.54
First Coast Contract Maintenance Service, LLC	400083	10383	Reimbursable Expense 07/26	$ 1,588.93
First Coast Contract Maintenance Service, LLC	400083	10404	Management Services 09/26	$ 4,587.00
First Coast Contract Maintenance Service, LLC	400085	10418	Reimbursable Expense 07/26	$ 2,792.96

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

August 1, 2026 Through August 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Fitness Pro	400079	278648	Fitness Equipment Maintenance & Repair 07/26	$ 175.00
Hi-Tech System Associates	400080	446808	Access Control 08/26	$ 117.95
Jacksonville Daily Record	400086	26-04518D	Legal Advertising 08/26	$ 117.50
Jacksonville Daily Record	400087	26-04793D	Legal Advertising 08/26	$ 177.00
JEA	82126	4849510511-073026	Utility Services 07/26	$ 2,355.47
Republic Services	80626	0687-001644001	Waste Disposal Services 08/26	$ 612.93
Rizzetta & Company, Inc.	400076	INV0000111288	Accounting Services 08/26	$ 5,359.33
TIGRIS Aquatic Services, LLC	400084	4640324	Fountain Maintenance 08/26	$ 125.00
TIGRIS Aquatic Services, LLC	400084	4642387	Aquatic Maintenance 08/26	$ 775.00
TIGRIS Aquatic Services, LLC	400081	4756973	Aquatic Maintenance 06/26	$ 80.00
Report Total				**$ 25,842.67**

FIRST COAST CONTRACT MAINTENANCE SERVICES, LLC
352 Perdido St
Saint Johns, FL 32259-8756
(904) 537-9034
www.firstcoastcms.com

INVOICE

BILL TO
Bainebridge
3434 Colwell Ave, Suite 200
Tampa, Fl 33614

INVOICE	10383
DATE	07/15/2026
TERMS	Net 60
DUE DATE	09/13/2026

P.O. NUMBER
Reimbursables

MONTH OF SERVICE
July 2026 : 1

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/02/2026	Amzn - 2 life rings			216.48
07/02/2026	EVENT 4th of July - BJs food and drinks			311.27
07/03/2026	EVENTS 4th of July - Publix food			32.02
07/05/2026	Amzn - 2 bouy holders with rope			40.44
07/08/2026	Uline - bench			942.44
	Purchasing Fee 3% purchase fee	1,542.65	0.03	46.28

We appreciate the partnership and opportunity to continue to serve your community

BALANCE DUE **$1,588.93**

Ways to pay

View and pay

amazon.com

Final Details for Order #114-0445311-3505022

Order Placed: July 2, 2026
PO number : Bainebridge
Amazon.com order number: 114-0445311-3505022
Seller's order number: 36334892
Order Total: $216.48

Shipped on July 3, 2026

Items Ordered	Price
2 of: *Jim-Buoy GW-20 G-Series Life Ring with Web Straps - 20", White* Sold by and invoiced on behalf of: In The Swim Pool Supplies (seller profile) Seller Credentials: 889 Certification Condition: New	$101.63

Shipping Address:
First Coast CMS, LLC
352 PERDIDO ST
SAINT JOHNS, FL 32259-8756
United States

Shipping Speed:
Two-Day Shipping

Item(s) Subtotal:	$203.26
Shipping & Handling:	$0.00
Total before tax:	$203.26
Sales Tax:	$13.22
Total for This Shipment:	**$216.48**

Payment information

Payment Method:
American Express | [redacted]

Item(s) Subtotal:	$203.26
Shipping & Handling:	$0.00
Total before tax:	$203.26
Estimated Tax:	$13.22
Grand Total:	**$216.48**

Credit Card transactions — American Express ending [redacted] July 3, 2026: $216.48

To view the status of your order, return to Order Summary .

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amazon.com

Final Details for Order #114-3654810-1368256

Order Placed: July 2, 2026
PO number : Bainebridge
Amazon.com order number: 114-3654810-1368256
Order Total: $40.44

Shipped on July 5, 2026

Items Ordered	Price
2 of: *Taylor Made 374 Ring Buoy Holder with 60-Feet White Heaving Line* Sold by and invoiced on behalf of: Amazon.com Condition: New	$18.99

Shipping Address:
First Coast CMS, LLC
352 PERDIDO ST
SAINT JOHNS, FL 32259-8756
United States

Shipping Speed:
Amazon Day Delivery

Item(s) Subtotal:	$37.98
Shipping & Handling:	$0.00
Total before tax:	$37.98
Sales Tax:	$2.46
Total for This Shipment:	**$40.44**

Payment information

Payment Method:
American Express | [redacted]

Item(s) Subtotal:	$37.98
Shipping & Handling:	$0.00
Total before tax:	$37.98
Estimated Tax:	$2.46
Grand Total:	**$40.44**

Credit Card transactions

American Express ending i[redacted]uly 5, 2026: $40.44

To view the status of your order, return to Order Summary .

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BB

Club:231 Reg:7 Trans:6469
Cashier:570688 07/02/26 04:08Pm

****
*** MEMBERSHIP ID. *******6517 ***
*** MEMBERSHIP EXPIRES ON 03/27 ***
****

2840069715	LAYS MIX	19.99 N
2840004393	LAYS 5OCT	19.99 N
4400004615	OREOCHPAHY6	30.98 N
2 @ 15.49		
88867003743	BJ NAPKIN	9.99 T
4900008146	SPRITE MINI	17.99 T
8768400444	CAPRI SUN	10.49 T
1200020400	PEPSI MINI	17.49 T
4900008145	COKE 30/7.5	17.99 T
7373107195	MISSION ZERO	5.29 N
5450019324	BP HOT DOG	101.61 N
9 @ 11.29		
5040074046	BPDOGROLL	53.91 N
9 @ 5.99		
**** SUBTOTAL		305.72
FL 7.5% Tax		5.55
**** TOTAL		311.27

**********1124 ENTRY: H
Purchase 00 APPROVED
AUTH 821049
TERMINAL NUMBER 7807302317
07/02/26 04:10Pm 231 7 6469 570688
AMERICAN EXPRESS
AID: A0000000025010801

American Express	311.27
CHANGE	0.00

TOTAL ITEMS= 28

As a BJ's Member I JUST SAVED: $61.14

BJ's Member Savings	61.14
Coupons Redeemed	0.00
Rewards Redeemed	0.00

Current BJ's Gas Savings
FuelSaver earned thru 07/01/26 0.00/gl
FuelSaver earned in this trx: 0.00/gl

PBX COLESLAW MIX	2.99	F
ICE 16 LB	2.99	F
HELLMANN'S MAYO	5.99 T	F
HELLMANN'S MAYO	8.63	F
Promotion	8.63	F
MC CELERY FLAKES	-8.63	F
	4.99	F

Order Total	31.57
Sales Tax	0.45
Grand Total	32.02
Credit Payment	32.02
Change	0.00

Savings Summary

Special Price Savings	8.63

****
* Your Savings at Publix *
* 8.63 *
****

Receipt ID: 0019 73R 066 645

- - - - - - - - - - - - - - - - - - - -

PRESTO!
Trace #: 062034
Reference #: 1377750597
Acct #: [redacted]
Purchase American Express
Amount: $32.02
Auth #: 861308

- - - - - - - - - - - - - - - - - - - -

CREDIT CARD	PURCHASE
A0000000025010801	AMERICAN EXPRESS
Entry Method:	Cntctless
Mode:	Issuer

- - - - - - - - - - - - - - - - - - - -

ULINE 1-800-295-5510

Help Chat Live

ORDER SUBMITTED

ORDER # 55476779

Order Date: 07/08/2026

Thank you for shopping with Uline! Your order has been successfully submitted.
You will receive an email confirmation at **service@firstcoastcms.com** once this order has been processed.

Order Details

Billing Address
[redacted]
352 PERDIDO ST
SAINT JOHNS, FL 32259-8756

Shipping Address
FIRST COAST CONTRACT MAINTENAN
352 PERDIDO ST
SAINT JOHNS, FL 32259-8756

Ship Via
MULTIPLE SHIPMENTS (2)

Payment Method
American Express
PO #: BAINEBRIDGE

Uline Account #: 33142694
Order Placed By: TONY SHIVER

Model #	Description	Unit Cost	Qty	Ext. Cost
Shipment 1				
Delivers on: Drop Ship			Ships via: Drop Ship - Freight	
H-3502BL	Metal Bench with Back - 8', Black	$740.00 / EA	1	$740.00
Shipment 2				
Delivers on: 07/09/2026			Ships via: UPS Ground	
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Subtotal =	$740.00
Tax =	$0.00
Shipping/Handling =	$202.44
Total =	**$942.44**

FIRST COAST CONTRACT MAINTENANCE SERVICES, LLC
352 Perdido St
Saint Johns, FL 32259-8756
(904) 537-9034
www.firstcoastcms.com

INVOICE

BILL TO
Bainebridge
3434 Colwell Ave, Suite 200
Tampa, Fl 33614

INVOICE	10418
DATE	08/01/2026
TERMS	Net 60
DUE DATE	09/30/2026

P.O. NUMBER
Reimbursables

MONTH OF SERVICE
July 2026 : 2

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/21/2026	Amzn - gate closer			120.40
07/28/2026	C Buss invoice 6926 - pool chemicals and life rings			2,591.21
	Purchasing Fee 3% purchase fee	2,711.61	0.03	81.35

We appreciate the partnership and opportunity to continue to serve your community.

BALANCE DUE **$2,792.96**

Ways to pay

View and pay

amazon.com

Final Details for Order #114-5504628-9000213

Order Placed: July 21, 2026
PO number : Bainebridge
Amazon.com order number: 114-5504628-9000213
Order Total: $120.40

Shipped on July 21, 2026

Items Ordered	**Price**
2 of: *TB175Black Gate Closer* Sold by and invoiced on behalf of: Bristow & Ball (seller profile) Seller Credentials: Classified Small Business - Gartner Standard Business Price Condition: New	$56.53

Shipping Address:
First Coast CMS, LLC
352 PERDIDO ST
SAINT JOHNS, FL 32259-8756
United States

Shipping Speed:
FREE Prime Delivery

Item(s) Subtotal:	$113.06
Shipping & Handling:	$0.00
Total before tax:	$113.06
Sales Tax:	$7.34
Total for This Shipment:	**$120.40**

Payment information

Payment Method:
American Express | [redacted]

Item(s) Subtotal:	$113.06
Shipping & Handling:	$0.00
Total before tax:	$113.06
Estimated Tax:	$7.34
Grand Total:	**$120.40**

Credit Card transactions — American Express ending in [redacted] July 21, 2026: $120.40

To view the status of your order, return to Order Summary .

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INVOICE

C Buss Enterprises Inc
152 Lipizzan Trl
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com
+1 (904) 710-8161
www.cbussenterprises.com

Bill to
Bainebridge CDD
3434 Colewell Ave
Tampa, FL 33614

Ship to
Bainebridge CDD
15855 twin Creek Dr
Jacksonville, FL 32218

Invoice details
Invoice no.: 6926
Terms: Net 30
Invoice date: 07/25/2026
Due date: 08/24/2026

#	Product or service	Description	Est. Total	Invoiced	Qty	Rate	Amount	Remaining
1.	**TRICHLOR**	PER LB	$0.00	$0.00	53	$8.35	$442.55	$0.00
2.	**LIQUID BLEACH**	PER GAL	$0.00	$0.00	315	$4.98	$1,568.70	$0.00
3.	**SULFURIC ACID**	PER GAL	$0.00	$0.00	2	$9.98	$19.96	$0.00
4.	**BICARB**	PER LB	$0.00	$0.00	100	$1.50	$150.00	$0.00
5.	**SAFETY BUOY**	18+" USCG APPROVED WHITE FOAM LIFE RING	$350.00	$350.00	2	$175.00	$350.00	$0.00
6.	**SAFETY ROPE-S**	30' LIFE LINE	$60.00	$60.00	2	$30.00	$60.00	$0.00

Total **$2,591.21**

THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN TRAIL, ST. AUGUSTINE, FL 32095

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084
MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614
WWW.BAINEBRIDGECDD.ORG

Operation and Maintenance Expenditures
September 2026
Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2026 through September 30, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **$ 27,180.06**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

September 1, 2026 Through September 30, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Berger, Toombs, Elam, Gaines & Frank CPA	400089	377410	Auditing Services FY24/25	$ 3,920.00
BrightView Landscape Services, Inc.	400090	9897577	Landscape Maintenance 09/26	$ 3,156.00
BrightView Landscape Services, Inc.	400090	14527575	Irrigation Repair 08/26	$ 1,275.42
COMCAST	20260917-1	8495741202010538-082426	Phone, Internet & Cable Services 09/26	$ 374.22
Dewberry Engineers, Inc.	400091	22485815	Engineering Services 03/26	$ 382.50
Extra Duty Solutions	20260923-1	X233.034187	Deputy Services 08/26	$ 236.88
Extra Duty Solutions	20260923-1	X233.034451	Deputy Services 08/26	$ 394.80
Extra Duty Solutions	20260923-2	X233.993686	Deputy Services 09/26	$ 435.68
First Coast Contract Maintenance Service, LLC	400095	10455	Management Services 10/26	$ 4,724.61
First Coast Contract Maintenance Service, LLC	400095	10468	Reimbursable Expense 08/26	$ 3,015.36
Hi-Tech System Associates	400092	447586	Access Control 09/26	$ 117.95

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

September 1, 2026 Through September 30, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
JEA	20260921-1	4849510511-082826	Utility Services 08/26	$ 1,921.47
Republic Services	20260915-1	0687-001651683	Waste Disposal Services 09/26	$ 815.84
Rizzetta & Company, Inc.	400088	INV0000112098	Accounting Services 09/26	$ 5,359.33
TIGRIS Aquatic Services, LLC	400093	4642388	Aquatic Maintenance 09/26	$ 775.00
VGlobal Tech	400094	8839	Website Compliance & Management 09/26	$ 175.00
VGlobal Tech	400094	8848	Website Compliance & Management 09/26	$ 100.00
Total				**$ 27,180.06**

FIRST COAST CONTRACT MAINTENANCE SERVICES, LLC
352 Perdido St
Saint Johns, FL 32259-8756
(904) 537-9034
www.firstcoastcms.com

INVOICE

BILL TO
Bainebridge
3434 Colwell Ave, Suite 200
Tampa, Fl 33614

INVOICE	10468
DATE	09/01/2026
TERMS	Net 60
DUE DATE	10/31/2026

P.O. NUMBER
Reimbursables

MONTH OF SERVICE
August 2026 : 2

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/28/2026	C Buss Invoice #7202 - pool chemicals			2,927.53
	Purchasing Fee 3% purchase fee	2,927.53	0.03	87.83

We appreciate the partnership and opportunity to continue to serve your community.

BALANCE DUE **$3,015.36**

Ways to pay

View and pay

INVOICE

C Buss Enterprises Inc
152 Lipizzan Trl
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com
+1 (904) 710-8161
www.cbussenterprises.com

CBUSS ENTERPRISES
COMMERCIAL POOL SERVICE, REPAIRS & REMODELS
CPC 1459150 CPC 1458428
904-710-8161

Bill to
Bainebridge CDD
3434 Colewell Ave
Tampa, FL 33614

Ship to
Bainebridge CDD
15855 twin Creek Dr
Jacksonville, FL 32218

Invoice details
Invoice no.: 7202
Terms: Net 30
Invoice date: 08/25/2026
Due date: 09/24/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**LIQUID BLEACH**	PER GAL	490	$4.98	$2,440.20
2.	**SULFURIC ACID**	PER GAL	45	$9.98	$449.10
3.	**TILE SOAP**	PER GAL	0.5	$76.45	$38.23

Total **$2,927.53**

THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN TRAIL, ST. AUGUSTINE, FL 32095

INVOICE

BrightView
Landscape Services

Sold To: 14527575
Bainebridge CDD
c/o Rizzetta & Company Inc
3434 Colwell Ave Ste 200
Tampa FL 33614

Customer #: 14527575
Invoice #: **9920465**
Invoice Date: 8/31/2026
Sales Order: 8935134
Cust PO #:

Project Name: Bainebridge CDD: Electrical Troubleshooting of the downed zones at the entrance
Project Description: Bainebridge CDD: Electrical Troubleshooting of the downed zones at the entrance

Job Number	Description	Qty	UM	Unit Price	Amount
346101085	Bainebridge CDD				
	Bainebridge CDD: Electrical Troubleshooting of the downed zo	1.000	LS	0.00	
	24V Solenoid	3.000	EA	113.95	341.85
	14-1 Red and White wire	50.000	FT	0.76	37.99
	Splice kit	12.000	EA	3.80	45.58
	Labor	10.000	HR	85.00	850.00
				Service Delivery Fee	**0.00**
				Total Invoice Amount	**1,275.42**
				Taxable Amount	
				Tax Amount	
				Balance Due	**1,275.42**

Standard payment terms of net 30 days apply unless otherwise agreed. In the absence of a preceding set of terms and conditions being in effect between the parties, the Maintenance Service Terms and Conditions located at www.brightview.com/terms-conditions/landscape-services-terms shall hereby be incorporated by reference and will govern the transaction between the parties and Services being performed by BrightView.

Please detach stub and remit with your payment. For questions, please call 904-292-0716.

Payment Stub

Customer Account #: 14527575
Invoice #: 9920465
Invoice Date: 8/31/2026

Amount Due: $ 1,275.42

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

Bainebridge CDD
c/o Rizzetta & Company Inc
3434 Colwell Ave Ste 200
Tampa FL 33614

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

Proposal for Extra Work at Bainebridge CDD

Property Name	Bainebridge CDD	Contact	Ben Pfuhl
Property Address	15855 Twin Creek Drive Jacksonville, FL 32218	To	Bainebridge CDD
		Billing Address	c/o Rizzetta & Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name: Bainebridge CDD: Electrical Troubleshooting of the downed zones at the entrance

Project Description: Bainebridge CDD: Electrical Troubleshooting of the downed zones at the entrance

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Bainebridge CDD: Electrical Troubleshooting of the downed zones at the entrance	$0.00	$0.00
3.00	EACH	24V Solenoid	$113.95	$341.85
50.00	FEET	14-1 Red and White wire	$0.76	$37.99
12.00	EACH	Splice kit	$3.80	$45.58
10.00	HOUR	Labor	$85.00	$850.00

For internal use only

SO#	8935134
JOB#	346101085
Service Line	150

Total Price $1,275.42

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.

2. Work Force. Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

3. License and Permits. Contractor shall maintain a Landscape Contractor's license if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.

4. Taxes. Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.

5. Insurance. Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with $1,000,000 limit of liability.

6. Liability. Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.

7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.

8. Subcontractors. Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

9. Additional Services. Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.

10. Access to Jobsite. Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.

11. Payment Terms. Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise agreed to in writing.

12. Termination. This Work Order may be terminated by the other party with or without cause upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.

13. Assignment. The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

14. Disclaimer. This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation. Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of $150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services.

16. Tree & Stump Removal. Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to, concrete, brick, filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.

17. Waiver of Liability. Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards, will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

Signature	Title	Property Manager	
Ben Pfuhl	Date	August 31, 2026	
Printed Name			

BrightView Landscape Services, Inc. "Contractor"

Signature	Title	Irrigation Manager	
Juwan Lamar Dupree	Date	August 31, 2026	
Printed Name			

Job #:	346101085		
SO #:	8935134	Proposed Price:	$1,275.42

Juwan Dupree

From: Jennifer Mabus
Sent: Sunday, July 19, 2026 2:12 PM
To: Juwan Dupree
Subject: FW: Bainebridge Approved Items
Attachments: Bainebridge CDD Electrical Troubleshooting of the downed zones at the entrance SO 8935134.pdf

Dupree,
Here is the approval for Bainbridge Irrigation.

Jen

From: Benjamin Pfuhl <BPfuhl@rizzetta.com>
Sent: Friday, July 17, 2026 9:31 AM
To: Jennifer Mabus <Jennifer.Mabus@brightview.com>
Subject: Bainebridge Approved Items

Good Morning Jen,

Please see the attached signed proposals that were approved at last night's Bainebridge CDD Meeting.

For the Elm Tree removal and replacement, the Board approved up to $2,400. Please let me know when you have the exact pricing/proposal for this.

Thanks!

-Ben

Ben Pfuhl
District Manager
Rizzetta & Company

904.436.6270
BPfuhl@rizzetta.com

40 Anniversary
1986 - 2026



Your Community. Our Focus.

Tab 2

BAINEBRIDGE

Community Asset Management Report



August 27, 2026

Rizzetta & Company

Matthew Mironchik – Community Asset Manager

Rizzetta & Company
Professionals in Community Management

Summary/Bainebridge Drive

General Updates, Recent & Upcoming Maintenance Events

The following are action items for **Brightview** to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. Green text indicates a proposal has been requested. Blue indicates irrigation. Orange indicates items for staff. **Black, bold and underlined text represents updates or questions for the BOS.**

1. Dead plant material is still present in the ornamental beds along Bainebridge Dr. near the pond. Please instruct crew members to remove dead plant material when they are detailing bed spaces.(pic.1)



2. Ornamental beds along Bainebridge Dr. lack definition and should be hard edged more frequently to create a distinct line between bed space and turf.(pic.2>)



3. Crew members should be instructed to try to avoid blowing grass clippings into bed spaces. If this is unavoidable, bed spaces must be blown out after each mow event.(pic.3>)



4. Vinyl farm fence along Bainebridge Dr. is green from algae. Pressure washing is recommended.(pic.4>>)

5. Weeds were observed in the playground mulch area, as well as under the benches inside the playground area.(pic.5a>>,5b>>)

Bainebridge Drive/Amenity Center







6. Weeds inside the pool pump area should be treated.

7. Crape Myrtle located near the West entrance to the clubhouse has now started to grow into the structure. This should be pruned back from the building and roof to prevent any damage.(pic.7a,7b)





8. Crape Myrtles around the tennis court area should be tipped back from fence. While crew members are doing this, any dead branches should be removed also.(pic.8a>>,8b>>)

9. Mealy Bug was observed on the Muhly grasses around the tennis court. Please have Ag team diagnose and treat.(pic.9>>)

Amenity Center Tennis Court







10. Weeds along the edge of the tennis court fence should be treated frequently to keep bed spaces in high visibility areas neat and tidy.(pic.10)



11. Area of erosion previously observed near the bench area of the tennis court appears to have gotten worse. Erosion is now starting to undermine the court area. Erosion control measures should be taken.(pic.11a,11b>>)



12. Outdoor lighting stanchion along the sidewalk near the Amenity Center is being held up with sawhorses. Is there a timeline on the repair.

13. Palms at the entrance to the Amenity Center have developed large ‘petticoats’ and should be trimmed(pic.13>>)

Amenity Center/Bainebridge Dr.



14. Speed bump sign is missing from Bainebridge Dr. Eastbound near Rachel Creek Dr..(pic.14)







Proposals

1. Removal of dead Elm in center median of Bainebridge Dr..(pic.1)



2. Removal of Oak tree at the end of the fence on Bainebridge Dr..(pic.2)



3. Erosion mitigation near Tennis Court benches. Item #11.(pic.3a,3b)





Proposals

4. Pruning of palms at the Amenity Center entrance. Item #12.(pic.4a,4b)





5. Pressure washing of vinyl fence along Bainebridge Dr.. Item #4.(pic.5)



Tab 3



Quality Site Assessment

Prepared for: **Bainebridge CDD**

General Information

DATE:	Wednesday, Nov 04, 2026
NEXT QSA DATE:	Wednesday, Dec 23, 2026
CLIENT ATTENDEES:	
BRIGHTVIEW ATTENDEES:	Jennifer Mabus

Customer Focus Areas

Main Entry and Amenity detail



QUALITY SITE ASSESSMENT

Bainebridge CDD

Maintenance Items

1



2



3



4



1. Bainebridge sign- turf looks good and shrubs are pruned
2. Magnolia trees look good, shrubs are trimmed and roses will be cut back and fertilized.
3. Turf has been fertilized and looks good. Sidewalks are edged and blown down.
4. Muhly grass at the front entrance is blooming, turf looks good

QUALITY SITE ASSESSMENT

Bainebridge CDD

Maintenance Items

5



6



5 Amenity center shrubs are pruned, beds are clean, and grass is edged.

6 Crape myrtle was pruned to provide clearance from roof

QUALITY SITE ASSESSMENT

Bainebridge CDD

Recommendations for Property Enhancements

1



2

NO PHOTO INCLUDED

1. **Holly trees in the entrance are in decline due to Schaeropsis blight. Recommendation would be to remove them and replace a flowering tree. Propose for next meeting.**

2. **Drainage for tennis courts proposed.**

Proposal for Extra Work at Bainebridge CDD

Property Name	Bainebridge CDD	Contact	Ben Pfuhl
Property Address	15855 Twin Creek Drive Jacksonville, FL 32218	To	Bainebridge CDD
		Billing Address	c/o Rizzetta & Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name: Bainebridge CDD - drainage by tennis court

Project Description: Add fill, create swale, and add brown river rock to drain towards storm drain

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Mobilization and pick up of rock, soil. Labor to prep, grading, and creating a swale	$2,112.25	$2,112.25
1.00	CUBIC YARD	Fill dirt installed to bring up some of the grade that has been washed away	$122.92	$122.92
3.00	CUBIC YARD	Brown river rock 1-1.5" installed	$835.10	$2,505.31
0.50	TON	Creek rock 4-7 inches around the base of the storm drain	$941.93	$470.97

For internal use only

SO#	8965110
JOB#	346101085
Service Line	130

Total Price $5,211.45

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President

11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014
Enhancement Manager
Certified Arborist #FL-6354A
Certified Pest Control Operator JF95758

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

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6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as: extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.

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Acceptance of this Contract

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Customer

Signature		Title	**Property Manager**
Ben Pfuhl			**November 04, 2026**
Printed Name		Date	

BrightView Landscape Services, Inc. "Contractor"

Signature		Title	**Enhancement Manager**
Jen Mabus			**November 04, 2026**
Printed Name		Date	

Job #:	**346101085**		
SO #:	**8965110**	**Proposed Price:**	**$5,211.45**

Proposal for Extra Work at Bainebridge CDD

Property Name	Bainebridge CDD	Contact	Ben Pfuhl
Property Address	15855 Twin Creek Drive Jacksonville, FL 32218	To	Bainebridge CDD
		Billing Address	c/o Rizzetta & Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614

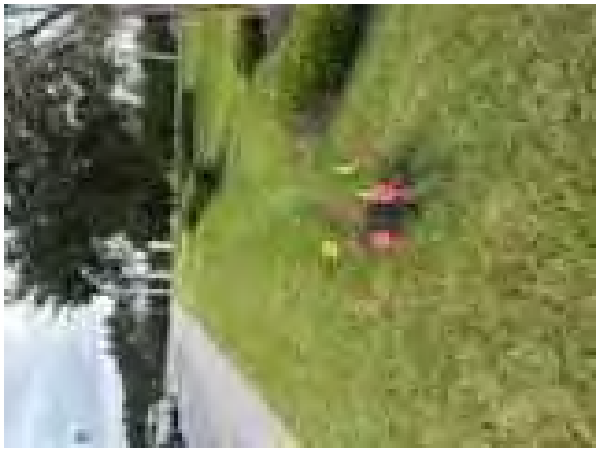
Project Name	Bainebridge CDD: Mainline repairs at the entrance and clubhouse
Project Description	Bainebridge CDD: Mainline repairs at the entrance and clubhouse

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Bainebridge CDD: Mainline repairs at the entrance and clubhouse NTE	$0.00	$0.00
1.00	LUMP SUM	Misc. PVC pipe and fittings	$227.90	$227.90
20.00	HOUR	LABOR	$85.00	$1,700.00

Other

Mainline at entrance



Mainline at clubhouse



For internal use only

SO#	9043883
JOB#	346101085
Service Line	150

Total Price $1,927.90

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President

11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014
Enhancement Manager
Certified Arborist #FL-6354A
Certified Pest Control Operator JF95758

TERMS & CONDITIONS

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Signature		Title	**Property Manager**
Ben Pfuhl			**November 04, 2026**
Printed Name		Date	

BrightView Landscape Services, Inc. "Contractor"

Signature		Title	**Irrigation Manager**
Juwan Lamar Dupree			**November 04, 2026**
Printed Name		Date	

Job #:	**346101085**		
SO #:	**9043883**	**Proposed Price:**	**$1,927.90**

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		Billing Address	c/o Rizzetta & Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name	Bainebridge CDD - dead elm tree
Project Description	Remove dead elm tree and option for replacement

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
Tree Removal and Stump Grind			**Subtotal**	**$2,687.24**
1.00	LUMP SUM	Removal of dead elm tree in median and prep for planting new tree. Touch up with 2 bags of mulch	$535.06	$535.06
1.00	EACH	Install Drake Elm 100 gallon (approx 10-14 ft in height.) *size will be smaller caliper, but closer to height*	$1,501.85	$1,501.85
1.00	EACH	Irrigation modifications included a bubbler for the tree	$229.38	$229.38
1.00	LUMP SUM	Delivery of tree and off loading of the tree	$420.95	$420.95

For internal use only

SO#	8966668
JOB#	346101085
Service Line	130

Total Price $2,687.24

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11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014
Enhancement Manager
Certified Arborist #FL-6354A
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Customer

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Ben Pfuhl			**November 04, 2026**
Printed Name		Date	

BrightView Landscape Services, Inc. "Contractor"

Signature		Title	**Enhancement Manager**
Jen Mabus			**November 04, 2026**
Printed Name		Date	

Job #:	**346101085**		
SO #:	**8966668**	**Proposed Price:**	**$2,687.24**

Tab 4

Bainebridge Community Development District

Field Report Nov 2026

First Coast CMS LLC

11/05/2026

Swimming Pool

At this time, there are no issues to report regarding the pool.

Common Area and Events

Staff obtained additional proposal for A/C units that contain higher seer ratings

American Electrical replace the bollard in the parking lot as approved at the last meeting

Staff replaced a bollard on the pool deck

Fire Extinguishers were inspected and tagged for annual inspection

Rubber mat was placed in front of dumbells to protect carpet from weight drops and jump rope

Tab 5

TIGRIS Aquatic Services LLC
6869 Phillips Parkway Drive South
Jacksonville, Florida 32256
Tel: 904-997-0044

Customer: Bainebridge CDD	**Work Order: 38513699**
9478 Bainebridge Dr Jacksonville, Florida 32218 **Contact:** Ben Pfuhl **Phone:** 9044366270	**Lake/Pond/Wetland/Terrestrial Treatment Service** **Technician:** Rich Powers **Date of Service:** 10/27/26

SITE NAME: "POND 1"

Comments:
pond was in great shape upon inspection

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Primary Spillway	Fountain Comments
No Blockages	fountain was running during visit

Aquatic Vegetation Identified
N/A

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 1"



SITE NAME: "POND 2"

Comments:
pond was in great shape upon inspection

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Primary Spillway
No Blockages

Aquatic Vegetation Identified
N/A

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 2"



SITE NAME: "POND 4"

Comments:
pond was in great shape upon inspection

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Aquatic Vegetation Identified
N/A

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 4"



SITE NAME: "POND 16"

Comments:
pond was in great shape upon inspection. last herbicide treatment was extremely effective

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Aquatic Vegetation Identified
N/A

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 16"



SITE NAME: "POND 3"

Comments:
pond was in great shape upon inspection

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Alligator Weed	Sparse

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 3"



SITE NAME: "POND 6"

Comments:
floating weeds in pond are dead from last visits treatment

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Duckweed	Sparse

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 6"



SITE NAME: "POND 8"

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Duckweed	Spotty

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 8"



SITE NAME: "POND 7"

Comments:
no access to pond

Product Used	EPA #
N/A	N/A

SITE NAME: "POND 13"

Comments:
no access to pond

Product Used	EPA #
N/A	N/A

SITE NAME: "POND 5"

Comments:
treated pond for algae bloom during visit

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Primary Spillway	Fountain Comments
No Blockages	fountain was running during visit

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Filamentous Algae	Spotty

Method of Application
Backpack

Product Used	EPA #
Seclear Liquid	67690-55

SITE IMAGES: "POND 5"



SITE NAME: "POND 10"

Comments:
emergent weeds are dead from prior treatment

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Aquatic Vegetation Identified
N/A

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 10"



SITE NAME: "POND 9"

Comments:
pond was in great shape upon inspection

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Shoreline/Terrestrial Weeds	Sparse

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 9"



SITE NAME: "POND 12"

Comments:
pond level is back to normal. emergent weeds are still dead from previous treatment

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Filamentous Algae	Sparse

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 12"



SITE NAME: "POND 11"

Comments:
last visits treatment for emergent weeds was effective

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Torpedo Grass	Spotty

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 11"



SITE NAME: "POND 14"

Comments:
last visits treatment for watergrass was extremely effective

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Shoreline/Terrestrial Weeds	Sparse

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 14"



SITE NAME: "POND 20"

Comments:
pond was in fair shape upon inspection. oxygen level is still low in water at approx 3-4 ppm

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Filamentous Algae	Spotty

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 20"





Thank you for your business!

TIGRIS
WHERE WATERS THRIVE.

TIGRIS Aquatic Services LLC
6869 Phillips Parkway Drive South
Jacksonville, Florida 32256
Tel: 904-997-0044

Customer: Bainebridge CDD	**Work Order: 37215334**
9478 Bainebridge Dr Jacksonville, Florida 32218 **Contact:** Ben Pfuhl **Phone:** 9044366270	**Lake/Pond/Wetland/Terrestrial Treatment Service** **Technician:** Rich Powers **Date of Service:** 10/21/26

SITE NAME: "POND 17"

Comments:
pond was in great shape upon inspection. last visits treatment for emergent weeds was extremely effective

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Aquatic Vegetation Identified
N/A

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 17"



SITE NAME: "POND 19"

Comments:
pond was in great shape. treated for minor algae in pond

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Murky

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Planktonic Algae	Sparse

Product Used	EPA #
Copper Sulfate Granular (Large)	56576-1

SITE IMAGES: "POND 19"



SITE NAME: "POND 21"

Comments:
no access to pond

Product Used	EPA #
N/A	N/A

SITE NAME: "POND 18"

Comments:
pond was in great shape upon inspection. last visits treatment for emergent weeds was very effective

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Shoreline/Terrestrial Weeds	Sparse

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 18"



SITE NAME: "POND 15"

Comments:
pond was in great shape upon inspection

Water Level	Aesthetic Appearance	Water Appearance
Full Pool	Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Shoreline/Terrestrial Weeds	Sparse

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 15"



Thank you for your business!

TIGRIS
WHERE WATERS THRIVE.

TIGRIS Aquatic Services LLC
6869 Phillips Parkway Drive South
Jacksonville, Florida 32256
Tel: 904-997-0044

Customer: Bainebridge CDD	Work Order: 37215333
9478 Bainebridge Dr Jacksonville, Florida 32218 **Contact:** Ben Pfuhl **Phone:** 9044366270	**Lake/Pond/Wetland/Terrestrial Treatment Service** **Technician:** Rich Powers Justin Powers **Date of Service:** 9/29/26

SITE NAME: "POND 1"

Comments:
treated for minor emergent weeds in pond

Water Level
Full Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Alligator Weed	Sparse

Method of Application
Backpack

Product Used	EPA #
AquaNeat Glyphosate	228-365
Polaris	N/A
Liberate	N/A

SITE IMAGES: "POND 1"



SITE NAME: "POND 4"

Comments:
pond was in great shape upon inspection

Water Level
Full Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Alligator Weed	Sparse

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 4"



SITE NAME: "POND 2"

Comments:
pond was in great shape upon inspection

Water Level
Full Pool

Aquatic Vegetation Identified
N/A

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 2"



SITE NAME: "POND 9"

Comments:
pond was in great shape. last treatment for emergent weeds was highly effective

Water Level
Full Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Shoreline/Terrestrial Weeds	Spotty

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 9"



SITE NAME: "POND 7"

Comments:
no access to pond

Water Level
Full Pool

Product Used	EPA #
N/A	N/A

SITE NAME: "POND 17"

Comments:
last visits treatment for emergent weeds was extremely effective

Water Level
Full Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Filamentous Algae	Sparse

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 17"



SITE NAME: "POND 13"

Comments:
no access to pond

Water Level
Full Pool

Product Used	EPA #
N/A	N/A

SITE NAME: "POND 19"

Comments:
last visits treatment for emergent weeds was extremely effective

Water Level
Full Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Shoreline/Terrestrial Weeds	Sparse

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 19"



SITE NAME: "POND 21"

Comments:
no access to pond

Water Level
Full Pool

Product Used	EPA #
N/A	N/A

SITE NAME: "POND 18"

Comments:
pond was in great shape. last visits treatment for emergent weeds was extremely effective

Water Level
Full Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Filamentous Algae	Sparse

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 18"





SITE NAME: "POND 15"

Comments:
pond was in great shape. last visits treatment for emergent weeds was extremely effective

Water Level
Full Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Filamentous Algae	Sparse

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 15"



SITE NAME: "POND 3"

Comments:
pond was in great shape upon inspection

Water Level
Full Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Alligator Weed	Sparse

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 3"



SITE NAME: "POND 5"

Comments:
treated pond for emergent weeds and algae

Water Level
Full Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Filamentous Algae Alligator Weed	Moderate

Method of Application
Gator/ATV

Product Used	EPA #
AquaNeat Glyphosate	228-365
Polaris	N/A
Hydrothol 191	70506-175
Liberate	N/A

SITE IMAGES: "POND 5"



SITE NAME: "POND 16"

Comments:
treated pond for emergent weeds and algae

Water Level
Full Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Alligator Weed Filamentous Algae	Spotty

Method of Application
Gator/ATV

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 16"



SITE NAME: "POND 20"

Comments:
dissolved oxygen in pond was very low when measured. this was most likely due to the last heavy storms/rain over the past few weeks. levels are too low to treat for algae at the moment.

Water Level
Full Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Filamentous Algae	Moderate

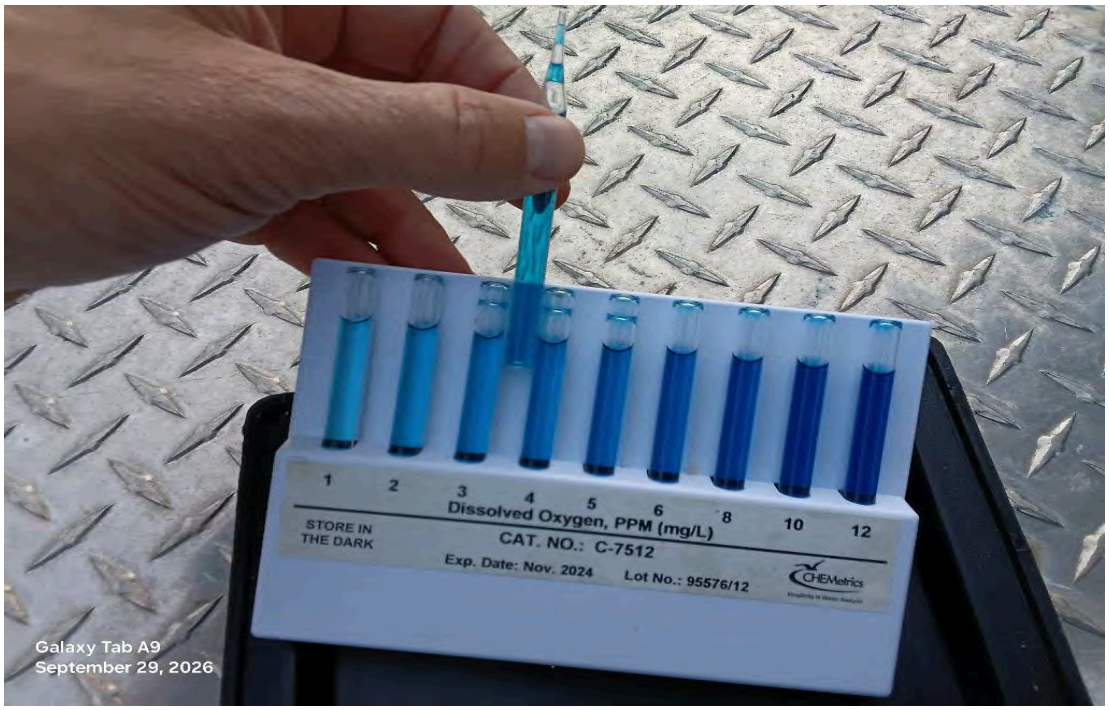
DO (mg/l)
3.5/4

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 20"






1
2
3
4
5
6
8
10
12
Dissolved Oxygen, PPM (mg/L)
STORE IN
THE DARK
CAT. NO.: C-7512
Exp. Date: Nov. 2024
Lot No.: 95576/12
CHEMetrics
Galaxy Tab A9
September 29, 2026

SITE NAME: "POND 11"

Comments:
treated pond for emergent weeds

Water Level
Full Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Alligator Weed Torpedo Grass	Moderate

Method of Application
Gator/ATV

Product Used	EPA #
AquaNeat Glyphosate	228-365
Polaris	N/A
Liberate	N/A

SITE IMAGES: "POND 11"



SITE NAME: "POND 12"

Comments:
treated pond for emergent weeds

Water Level
Below Normal Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Alligator Weed Shoreline/Terrestrial Weeds	Moderate

Method of Application
Gator/ATV

Product Used	EPA #
AquaNeat Glyphosate	228-365
Polaris	N/A
Liberate	N/A

SITE IMAGES: "POND 12"



SITE NAME: "POND 10"

Comments:
treated pond for emergent weeds

Water Level
Full Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Torpedo Grass	Moderate

Method of Application
Gator/ATV

Product Used	EPA #
AquaNeat Glyphosate	228-365
Polaris	N/A
Liberate	N/A

SITE IMAGES: "POND 10"



SITE NAME: "POND 6"

Water Level
Full Pool

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Alligator Weed Duckweed	Spotty Heavy

General Comments	Method of Application
treated floating weeds	Gator/ATV

Product Used	EPA #
Schooner WDG	91234-129

SITE IMAGES: "POND 6"



SITE NAME: "POND 14"

Water Level
Full Pool

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
watergrass	Moderate

General Comments	Method of Application
treated perimeter weeds	Gator/ATV

Product Used	EPA #
AquaNeat Glyphosate	228-365
Schooner WDG	91234-129
Polaris	N/A
MSO Loveland	N/A

SITE IMAGES: "POND 14"



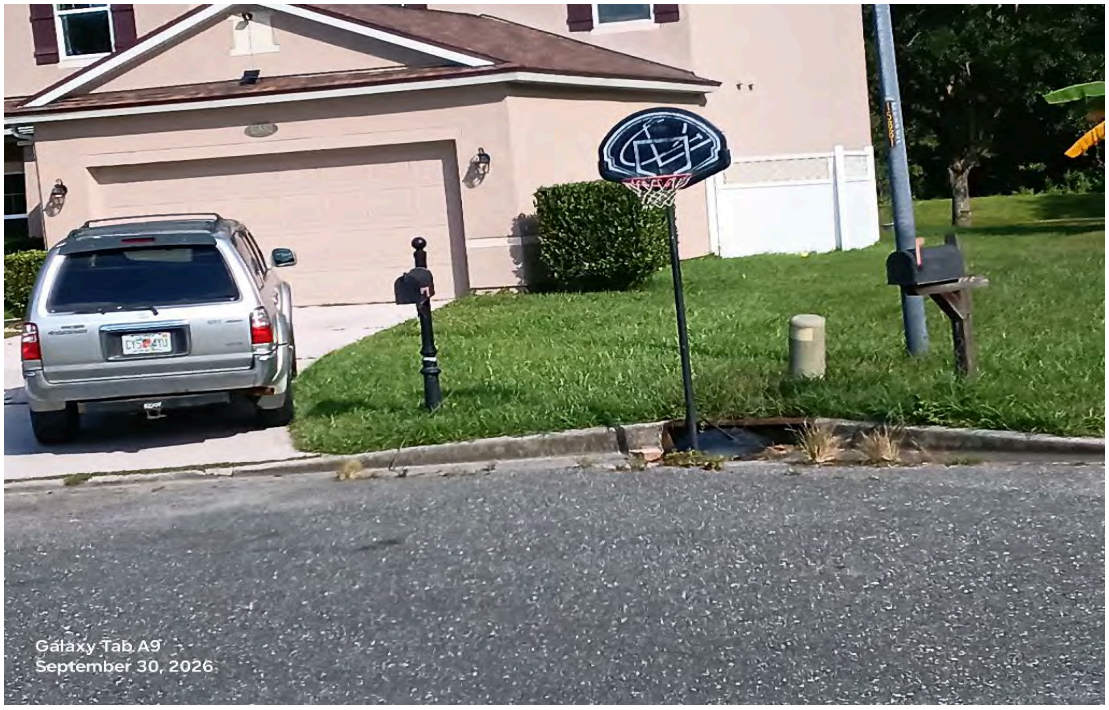
SITE NAME: "POND 8"

Comments:
pond access blocked by vehicle and basketball hoop

Water Level
Full Pool

Product Used	EPA #
N/A	N/A

SITE IMAGES: "POND 8"





Thank you for your business!

Tab 6

PROPOSAL

BOWMAN Est. 1987

Heating & Air Conditioning
State Cert. CAC 1813750 EC#13007150

(904) 766-5860 North Jax/Beaches
(904) 387-1838 South Jax/Orange Park
Fax (904) 766-5862

bowmanac.com



"The Big Dogs of Comfort"

PROPOSAL SUBMITTED TO: Rizzetta & Co.	EMAIL: DATE:June 25, 2026
STREET: 15855 Twin Creek Dr	JOB NAME: Bainbridge Estates
CITY, STATE, ZIP CODE: Jacksonville Fl.	JOB LOCATION: SAME
PHONE: FAX:	JOB PHONE:

NEW EQUIPMENT

☐ Digital Non-Programmable ☑ Digital Programmable PRS6320 ☑ 5-Year Limited Thermostat Replacement

☑ Condensate Drain Hook-up
☑ Modifications of Supply and/or Return Plenum
☑ All Work Done in Accordance with Existing Codes
☑ All Required Permits
☑ Removal of Existing Equipment from Premises
☐ Install New Electrical Circuits for System
☑ Connect Electrical to Equipment from Existing Source
☐ Install New Amp Electrical Service and Panel
☐ Refrigerant Tubing
☐ Condensate Pump
☐ Energy Calculations
☐ New Supply Outlets
☑ 24 Hour Emergency Service
☐ Balance System
☐ New Return Inlets

AIR QUALITY PRODUCTS	AMOUNT
Return Air U.V. Light #	
Coil U.V. Light #	
Air Cleaner #	
Humidity Control	
New Balance Return Inlets	
Insulation R	
Biocide Treatment	

RECOMMENDED ITEMS/WORK

The recommended items are in addition to total listed below.

Disconnect and remove air handler and condensing units from premises. Install new air handler and condensing units. Units will be installed to manufacturer specification and in accordance with state and local codes. PLEASE NOTE: Currently there is a 5-7 day lead time for this equipment after customer approval. (LEAD TIMES ARE SUBJECT TO CHANGE WITHOUT NOTICE) PROPOSAL IS VALID FOR THIRTY DAYS FROM PROPOSAL DATE

☑ 1 Year *BOWMAN HEATING AND AIR CONDITIONING* Craftsmanship ☑ 10 Years Parts, Compressor & Coil Warranty

***Warranty applies to equipment's mechanical parts and materials installed by BOWMAN HEATING AND AIR CONDITIONING only. Warranty** does not cover existing condensate lines, refrigerant lines or duct. Also refrigerant is not covered by manufacturers warranty and will not be covered under warranty by BOWMAN HEATING AND AIR CONDITIONING. RESIDENTIAL CUSTOMERS: **Homeowner must register warranty with manufacturer within 60 day's of** install to receive the 10 year warranty.*

EQUIPMENT OPTION #1
☐ Air Cond ☑ Heat Pump
☑ Split System ☐ Package Unit
Brand: 2 - GOODMAN
Model: 2 – GLZS4BA6010A
AHU. Model: 2 - AMST60DU1300A 10KW
SEER:14
Tonnage: 2 – 5 TONS
Total: $17,076.07

EQUIPMENT OPTION #2
☐ Air Cond ☐ Heat Pump
☐ Split System ☐ Package Unit
Brand:
Model:
AHU Model:
SEER:
Tonnage:
Total $:

EQUIPMENT OPTION #3
☐ Air Cond ☐ Heat Pump
☐ Split System ☐ Package Unit
Brand:
Model:
AHU Model:
SEER:
Tonnage:
Total $:

Payment terms will be: 50% Deposit with signed proposal to secure equipment / materials with balance due the day of installation of said equipment / materials.

It is agreed and understood by the parties that all equipment and parts which are sold pursuant hereto shall not become fixtures or part of the real estate where they are placed. Said parts and equipment shall at all times remain personal property and the title hereto shall remain in the seller until payment in full is received. Buyer hereby agrees that all parts and equipment may be repossessed in the event of non-payment.

I have authority to order the work as outlined above. I agree to pay all costs and reasonable attorney's fees if the proposal is placed in the hands of an attorney for collection.

Dealer Signature: Gage Morrell Customer Signature: _____

PROPOSAL DATE: June 25, 2026 Date: _____

Proposed by: Stephen Coletta
315 6th Ave South
Jacksonville Beach, FL 32250
Tel : 904-241-3785
scoletta@donovanac.com
www.donovanac.com
Install Address: 15855 twin creek drive

Bainebridge Cdd
15855 twin creek drive
Jacksonville, Florida 32218
Tel : 9046874150
tony@firstcoastcms.com





2) TWINNED 5 TON CARRIER VARIABLE SPEED SYSTEMS

Your Investment

$20,681

2 Systems Quoted

MODELS

Carrier
GH5SAN56000A

-GH5SAN5 Series
-Single-Stage
-Heat Pump

- 10 Year Limited Parts Warranty
-Consult Dealer for any Warranty Product Registration for your State

Carrier
FT5ANBD60L00

-Performance Series -Variable Speed -Air Handler 59.13"H x 24.63"W x 22.07"L
- 10 years parts limited to residential properties through manufacture

Carrier
FC-0801N08LC

-Auxiliary Heater

Other Incentives:
• Service refund ($980.00)

Net Investment
$19,701

INCLUDED SERVICES:

- 10 YEAR LIMITED MANUFACTURER WARRANTY ON PARTS FOR EQUIPMENT INSTALLED IN A RESIDENTIAL PROPERTY. OTHERWISE, WARRANTY IS 5 YEARS ON ALL PARTS. FAILURE TO PERFORM ANNUAL MAINTENANCE MAY RESULT IN WARRANTY REDUCTION.
- ☀️5 YEAR LABOR WARRANTY ON NEW EQUIPMENT. FAILURE TO PERFORM ANNUAL MAINTENANCE MAY RESULT IN WARRANTY REDUCTION.
- HURRICANE PAD FOR CONDENSER
- WATER OVERFLOW PROTECTION SWITCH
- PERMIT WILL BE ELECTRONICALLY FILED AND CLOSED WITH COUNTY UPON COMPLETION
- COMPLETE SYSTEM START UP
- LOCKING REFRIGERANT CAPS PER BUILDING CODE
- NO WARRANTY ON EXISTING DUCTWORK
- 1 YEAR DONOVAN 360 MEMBERSHIP (FIRST YEAR MAINTENANCE PLAN) WITH TWO SEMI-ANNUAL CLEANING VISITS FOR RESIDENTIAL INSTALLATIONS ONLY.
  *Agreement starts day of installation. If there is a current agreement active, plan will restart day of installation.
- LEVEL 1 INSTALL
- SECURE OUTSIDE UNIT TO COMPLY WITH WIND CODES
- INSULATED BOX FOR CLOSET INSTALLATIONS
- REMOVE AND DISPOSE OF EXISTING EQUIPMENT
- ENSURE PROPER AMOUNT OF REFRIGERANT
- CHANGE CIRCUIT BREAKERS, AS NEEDED, TO MATCH NEW EQUIPMENT SPECIFICATIONS
- FAILURE TO PERFORM ANNUAL MAINTENANCE MAY RESULT IN WARRANTY REDUCTION

1

Choose Your Payment Option

☐ Credit Card ☐ Financed Through: **Wells Fargo or Service Finance** ☐ Check

---

2

Choose Your Equipment Option

☐ 2) twinned 👬5 ton carrier variable speed systems

3

Terms and Conditions

TERMS & CONDITIONS OF AGREEMENT

1.Purchaser hereby accepts the equipment and service described above and agrees to pay Donovan Air, Electric and Plumbing (CACO58398, EC13010004, CFC1431665) the price shown above.

2. All equipment and material are guaranteed by Donovan Air, Electric and Plumbing to be as specified. All work will be completed in a workmanlike manner according to normally accepted practices.

3. Materials and work in addition to that described herein will be furnished only on Purchaser's authorization and will be paid by Purchaser as an extra charge.

4. Upon failure to pay any sums due hereunder, Purchaser agrees to pay Donovan Air, Electric and Plumbing. interest at the rate of one-and one-half percent (1½%) per month (annual rate of 18%) on all outstanding balances.

5. Donovan Air, Electric and Plumbing shall not be liable for any default caused by events beyond its control, including but not limited to, fire, flood, strikes, accidents, or delays affecting this work or other operations in which it is involved, directly or indirectly.

6. Purchaser shall permit Donovan Air, Electric and Plumbing. reasonable access to the property on which equipment is to be installed. Title to all provided equipment remains with Donovan Air, Electric and Plumbing. until all amounts due thereon are paid in full, whether such equipment is affixed to the realty or not, and shall remain personal property and be deemed sever-able without injury to the freehold. On

any payment default by Purchaser, or if in Donovan Air, Electric and Plumbing's judgment, reasonably exercised, its equity appears to be imperiled, then, Donovan Air, Electric and Plumbing may without further notice enter the premises and remove or resell the equipment, and Purchaser shall be liable for any deficiency or loss sustained by Donovan Heat & Air. in connection therewith.

7. Once equipment is connected at Purchaser's property, Purchaser assumes all risk of loss or damage to such equipment and shall insure same fully to protect all interests of Donovan Air, Electric and Plumbing's cost of insurance to be paid by Purchaser. Donovan Air, Electric and Plumbing carries liability insurance and Worker's Compensation Insurance.

8. Donovan Air, Electric and Plumbing provides a one-year limited labor warranty (unless otherwise specified within proposal). Equipment or system failure due to lack of proper maintenance service or abuse is expressly excluded. Normal maintenance check-ups and filter replacements are the responsibility of Purchaser. All other warranties, expressed or implied, are the responsibility of the manufacturer of the equipment, parts, or materials used in connection with the services.

9. There are no warranties, expressed or implied, for existing equipment, ductwork, or other materials not installed by Donovan Air, Electric and Plumbing.

10. All warranty work will be performed during Donovan Air, Electric and Plumbing's normal working hours, 8:00AM to 5:00PM, Monday through Friday.

11. Purchaser is responsible for all costs and reasonable attorney fees incurred by Donovan Heat & Air. in connection with any action or proceeding (including arbitration and appeals) arising out of this agreement, including collection of any outstanding amounts due, whether or not suit is filed.

12. Except as provided herein Donovan Air, Electric and Plumbing makes no other representations or warranties, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Donovan Air, Electric and Plumbing expressly disclaims all other warranties. Donovan Air, Electric and Plumbing's maximum liability hereunder shall consist of refunding all moneys paid to it by Purchaser hereunder subject to removal and return to Donovan Air, Electric and Plumbing of all equipment provided hereunder. Under no circumstances will Donovan Air, Electric and Plumbing be liable to Purchaser or any other person for any damages, including, without limitation, any indirect, incidental, special, or consequential damages, expenses, cost, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to this agreement, or the services or equipment provided hereunder.

13. This agreement shall be governed and construed solely according to the internal laws of the State of Florida, without reference to any conflicts of laws.

14. This agreement is the complete and exclusive statement of the agreement between Purchaser and Donovan Air, Electric and Plumbing and it supersedes all prior oral and written proposals and any prior or subsequent communications pertaining to the subject matter hereof.

15. RIGHT TO CANCEL Customer agrees and acknowledges that under state and federal law, Customer has a right to cancel this Agreement upon written notice to Company within three (3) business days of the Effective Date hereof without penalty.

LIMITATION ON CANCELLATION The homeowner may rescind this agreement within three (3) days after signing. Rescission may be made by giving verbal or written notice via email or text to the sales representative or manager primarily responsible for overseeing the performance of the work.

Payment to be made as follows: Balance on completion

Donovan Air, Electric and Plumbing proposes hereby to furnish and install the equipment and materials as described above on the terms and conditions provided herein. This proposal is good for thirty (30) days from the date hereof but may be accepted at any later date at the sole discretion of Donovan Air, Electric and Plumbing.

Carrier (Good, Better, Best) • Date Created: 06-16-2026

4

Approve Your Proposal

Print your name

Draw your signature.

Clear

I accept the terms of this agreement.

Tab 7

Proposed Date	OCTOBER 30, 2026
Expiration Date	NOVEMBER 30, 2026

Southern Recreation

Play for all ages

4060 Edison Avenue
Jacksonville, Florida 32254
Phone 904-387-4390 Fax 904-387-4391
Emmy@southernrecreation.com
www.southernrecreation.com

PROJECT NAME:
Bainebridge CDD Amenity PG
15855 Twin Creek Dr
Jacksonville, FL 32218

PROPOSED TO
Tony Shiver
First Coast CMS
352 Perdido St
St. Johns, FL 32259
904-537-9034
Tony@firstcoastcms.com

BILL TO Same

SALESPERSON	SHIPPING METHOD	PAYMENT TERMS
Emmy	Installed	50% Deposit

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1ea.	FX5-MAR-212-0290	SRP FX5 Expedition Marsh Themed Play Structure		53,832.00
1ea.	TFR0623XX	SRP Single Post Swing Frame 2-Bay Colors: Marsh		4,303.00
1ea.	90015130XX	Bucket Seat, Includes Seat, S Hooks, and Chain (SET) COLOR OPTIONS: BLACK, GREEN, RED, YELLOW, BLUE		315.00
1ea.	90015108XX	Belt Seat, Includes Seat, S Hooks, and Chain (SET) COLOR OPTIONS: BLACK, GREEN, RED, YELLOW, BLUE		646.00
65ea.		Yards of Top Dress Wood Playground Mulch Blown In	65.00	3,900.00
		ANY REQUIRED PERMITTING FEES WILL BE ADDITIONAL		

Subtotal	62,996.00
Tax Rate	.075
Tax	3,854.76
Freight	2,181.09
Demo & Disposal	5,000.00
Installation	14,500.00
Total Due	88,531.85

Terms and Conditions and Required Signature on next page.

Southern Recreation, Inc. Terms and Conditions

Payment A 50% deposit is required to begin project. The deposit is non-refundable. If equipment is refused when delivery is attempted you will be responsible for any resulting charges. A signed terms and condition and payment of the deposit indicates that you are in full agreement with all terms and conditions of this proposal including the following: Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented.

Balance of monies are due immediately upon completion and acceptance by the owner of the equipment and installation. Installation, site work, drainage, equipment removal, building permits, engineered drawings, etc. as listed below are not included unless specifically noted on the proposal.

Installation may include the following: Permitting if required for the State of Florida - State Certified Contractor CBC1252594
Site Preparation to include equipment removal, excavation, grading and drainage
Concrete work to include Curbing for containment and Sidewalks for accessibility
Installation of your Playground by *NPSI and Factory Certified Installers
Safety Surfacing as propose- Engineered Wood Fiber, Poured-In- Place Rubber Surfacing, Loose Fill Rubber or Synthetic Turf
Complete site clean up and playground inspection upon completion
*National Playground Safety Institute Certified Playground Safety Inspectors

Southern Recreation Responsibilities Southern Recreation (SR) is responsible for the acceptance of all freight deliveries that includes the installation of the equipment. All equipment will ship to our warehouse for acceptance and inventory. Equipment will be transported to the installation site on fully insured SR trucks and trailers. SR is responsible to secure the site and equipment while the installation is in progress. All equipment to be installed per CPSC and ASTM guidelines for proper spacing and elevations. SR is responsible for trash removal as a result of the installation

Owners Responsibilities Provide access to the installation site. Provide area for storage and staging if needed. Security at the installation site both during and after work hours. To provide sufficient input for equipment locations so as to properly install per the owners intent-
Note: All equipment installation must meet CPSC and ASTM guidelines for proper spacing. SR WILL NOT INSTALL any equipment outside of these spacing guidelines

Optional Responsibilities If a building permit is required, it is the responsibility of the owner to provide SR will all necessary documentation as needed-this would include an acceptable site plan, warranty deed (if needed), owners notarized signatures on permit and Notice of Commencement and all other documentation as required by the local building department of jurisdiction in order to execute the permit. Charges for permitting will include an administrative fee and actual permit cost. Any other SR responsibilities must be clearly outlined in the applicable proposal/contract

Access/Utilities Access will need to be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage.

Rock/Foreign Object Clause Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in- place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Signature of owner or owners rep indicates acceptance of the above terms and conditions

Authorized signature *Jimmy Norton* Jimmy Norton, General Manager

Accepted by_____ Date _____

Billing Name and Address: _____ Billing Email: _____

_____

Please sign and fill in the information where the project invoice will be billed to.



SRPFX

Structure:
FX5-MAR-512-0129

Theme:
Marsh

Preliminary Concept Design

Conceptual Renderings Only. Subject to change without notice at SRP's Discretion

Transfer

Steel

5-12
Age Group

Designer: J.Jackson

Date: 01/07/2025





Structure: FX5-MAR-205-0290
Age: 5-12 / Series: 5” Steel / Theme: Marsh

Preliminary Concept Design

Conceptual Renderings Only. Subject to change without notice at SRP’s Discretion

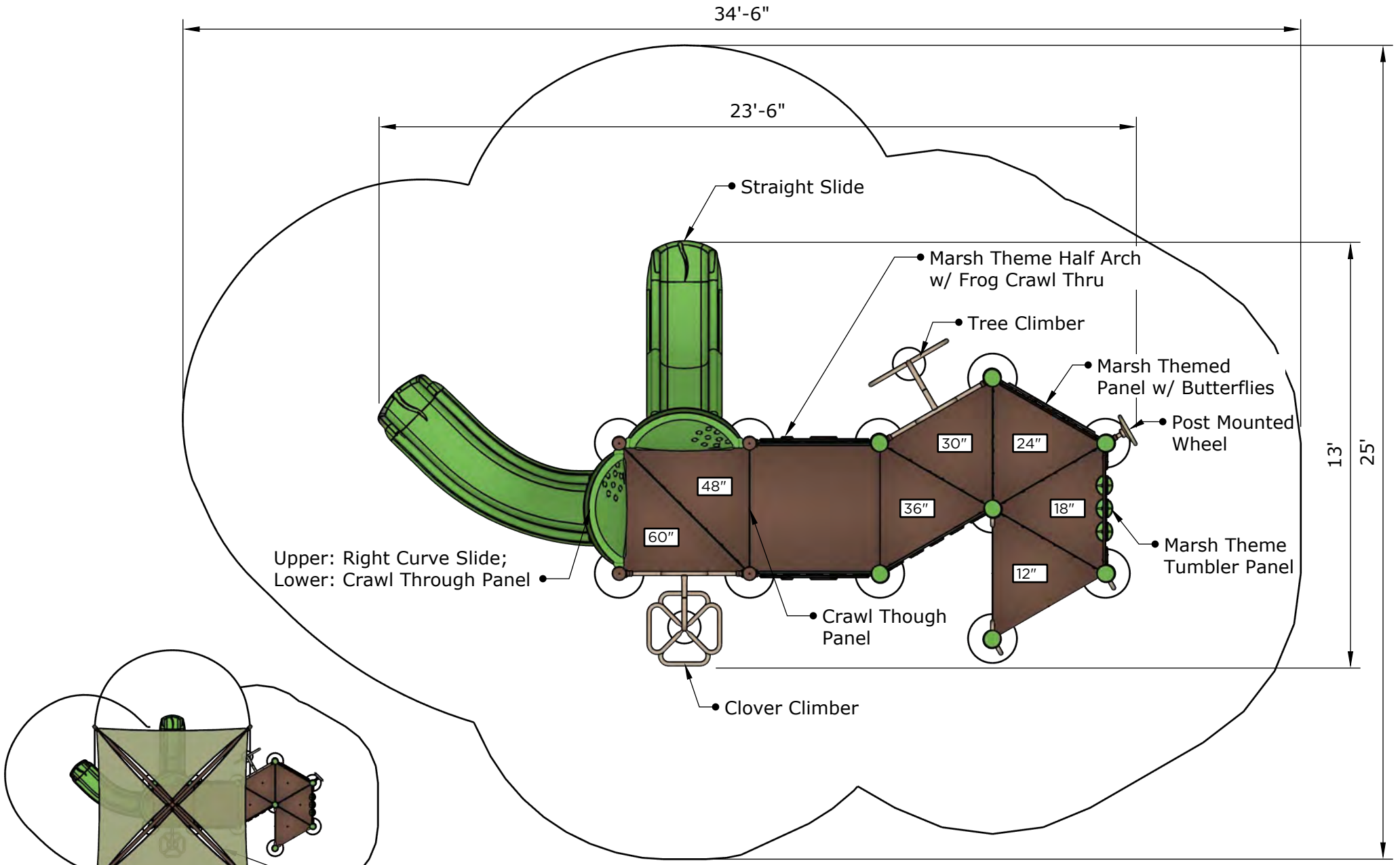




Structure: FX5-MAR-205-0290
Age: 5-12 / Series: 5” Steel / Theme: Marsh

Preliminary Concept Design

Conceptual Renderings Only. Subject to change without notice at SRP’s Discretion



Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
2-12	38	35'x25'	60"	24'x13'	24	6

Scale: 1/4" = 1'

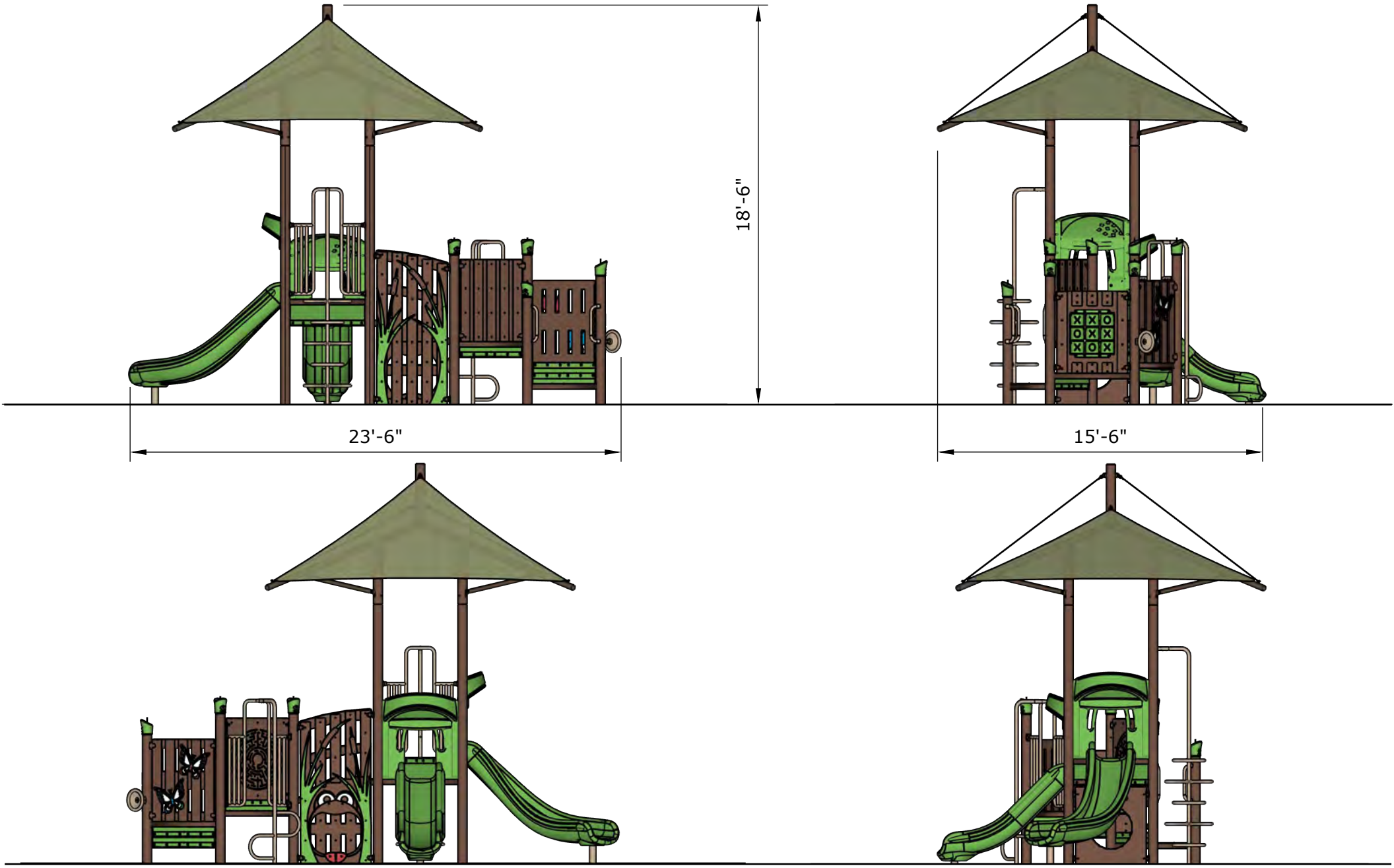
0 2 4

	Ground Level Accessible Play Activities	Ground Level Accessible Activity Types
Required	2	2
Provided	1	1

Structure: FX5-MAR-205-0290
Age: 5-12 / Series: 5" Steel / Theme: Marsh

Preliminary Concept Design

Conceptual Renderings Only. Subject to change without notice at SRP's Discretion



Ages	Capacity	Use Zone	Fall Height	Actual Size	Timber Count	Elevated Activities
2-12	38	35'x25'	60"	24'x13'	24	6

Scale: 1/6" = 1'

0 3 6

Structure: FX5-MAR-205-0290
Age: 5-12 / Series: 5" Steel / Theme: Marsh

Preliminary Concept Design

Conceptual Renderings Only. Subject to change without notice at SRP's Discretion

Partner

Superior
RECREATIONAL PRODUCTS
A PLAYCORE Company

https://srpplayground.com/

SRPEX

srpplayground.com
866-795-7545

Tab 8

Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Bainebridge Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance ("FIA"), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.
Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects over 1,000 public entity members.

Competitive Advantage
FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for "alleged" public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?
FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA's primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of $2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?
As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Bainebridge Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: **October 1, 2026 to October 1, 2027**

Quote Number: 100126602

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	$2,043,672
Loss of Business Income	$1,000,000
Additional Expense	$1,000,000
Inland Marine	
Scheduled Inland Marine	$112,733

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	**Coinsurance**
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of $10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine
	Not Applicable	Golf Course Tees and Greens Deductible on all covered Perils if scheduled.

Special Property Coverages		
Coverage	**Deductibles**	**Limit**
Earth Movement	$2,500	Included
Flood	$2,500 *	Included
Boiler & Machinery	$2,500	Included
TRIA		Included

*Except for Zones A & V (see Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM **$13,013**

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	$500,000 in any one occurrence
X	B	Animals	$1,000 any one Animal $5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to $250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	$1,250,000 in any one occurrrence
X	F	Duty to Defend	$100,000 any one occurrence
X	G	Errors and Omissions	$250,000 in any one occurrence
X	H	Expediting Expenses	$250,000 in any one occurrence
X	I	Fire Department Charges	$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	$50,000 in any one occurrence
X	Q	Professional Fees	$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	$500,000 in any one occurrence
X	T	Transit	$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Glass and Sanitary Fittings Extension	$25,000 in any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Lock and Key Replacement	$2,500 any one occurrence
X	DD	Tracks and fields (except Lawns, Plants, Trees and Srubs covered under code K)	$250,000 any one occurrence and $500,000 in the annual aggregate in any one coverage period. or Up to the declared value if it is specifically listed as "Tracks and Fields" in the schedule of values.
X	EE	Awnings, Gutters and Downspouts	Included
X	FF	Civil or Military Authority	45 consecutive days and one mile.

CRIME COVERAGE

Description	Limit	Deductible
Forgery and Alteration	$100,000	$1,000
Theft, Disappearance or Destruction	$100,000	$1,000
Computer Fraud including Funds Transfer Fraud	$100,000	$1,000
Employee Dishonesty, including faithful performance, per loss	$100,000	$1,000

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	$1,000,000	$0
Property Damage	$1,000,000	$0
Crisis Management Services	$250,000	$0

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	**8,9**	**$1,000,000**	**Included**
Personal Injury Protection	**N/A**		**Not Included**
Auto Medical Payments	**N/A**		**Not Included**
Uninsured Motorists including Underinsured Motorists	**N/A**		**Not Included**
Physical Damage Comprehensive Coverage	**N/A**	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.** See item Four for Hired or Borrowed Autos.	**Not Included**
Physical Damage Specified Causes of Loss Coverage	**N/A**	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism** See item Four for Hired or Borrowed Autos.	**Not Included**
Physical Damage Collision Coverage	**N/A**	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto** See item Four for Hired or Borrowed Autos.	**Not Included**
Physical Damage Towing And Labor	**N/A**	**$0 For Each Disablement Of A Private Passenger Auto**	**Not Included**

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	$1,000,000
Abuse and Molestation Limit (Added by Claims Made Endorsement)	Not Included
Abuse and Molestation Aggregate Limit (Added by Claims Made Endorsement)	Not Included
Abuse and Molestation Retroactive Date	Not Included
Herbicide & Pesticide Aggregate Limit	$1,000,000
Medical Payments Limit	$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	$25,000/$250,000
General Liability Deductible	$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	$1,000,000
	Aggregate	$2,000,000
Public Officials and Employment Practices Liability Deductible		$0

Retroactive Date:

Supplemental Payments: Pre-termination $2,500 per employee - $5,000 annual aggregate.
Non-Monetary $100,000 aggregate.

<u>Cyber Liability sublimit included under POL/EPLI</u>

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: $100,000 each claim/annual aggregate
Fraudulent Instruction: $25,000

FLORIDA INSURANCE ALLIANCE

PREMIUM SUMMARY

Bainebridge Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: **October 1, 2026 to October 1, 2027**

Quote Number: 100126602

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	$13,013
Crime	$500
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	$4,216
Public Officials and Employment Practices Liability	$5,273
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	**$23,002**

IMPORTANT NOTE
Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)

PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2026, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

(a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;

(b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;

(c) To abide by the rules and regulations adopted by the Board of Directors;

(d) That should the Applicant desire to cancel coverage; it will give not less than ninety (90) days prior written notice of cancellation;

(e) That if the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;

(f) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Bainebridge Community Development District

(Name of Local Governmental Entity)

By: william huff
Signature

William Huff
Print Name

Witness By:
Signature

Benjamin Pfuhl
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2026

By: _____
Administrator

FLORIDA INSURANCE ALLIANCE

PROPERTY VALUATION AUTHORIZATION

Bainebridge Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

☑	Building and Content TIV	$2,043,672	As per schedule attached
☑	Inland Marine	$112,733	As per schedule attached
☐	Auto Physical Damage	Not Included	

Signature: william huff Date: 09/29/2026

Name: William Huff

Title: Chairman

FLORIDA INSURANCE ALLIANCE

Schedule Items Effective As of: 10/01/2026

Property Schedule

Bainebridge Community Development District

Policy No.: 100126602
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description / Address	Year Built / Const Type	Eff. Date / Term Date	Building Value / Contents Value	Total Insured Value
	Roof Shape / Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt
1	Irrigation Systems 15855 Twin Creek Dr Jacksonville FL 32218	2008 Pump / lift station	10/01/2026 10/01/2027	$21,643	$21,643
2	Pool in Ground w/Splash Pad Equipment & Pumps 15855 Twin Creek Dr Jacksonville FL 32218	2008 Below ground liquid storage tank / pool	10/01/2026 10/01/2027	$474,953	$474,953
3	Pool Patio Furniture 15855 Twin Creek Dr Jacksonville FL 32218	2008 Frame	10/01/2026 10/01/2027	$32,465	$32,465
4	Pool Fence (Metal) 15855 Twin Creek Dr Jacksonville FL 32218	2008 Frame	10/01/2026 10/01/2027	$21,253	$21,253
5	Gazebo 15855 Twin Creek Dr Jacksonville FL 32218 Pyramid hip	2008 Frame	10/01/2026 10/01/2027 Asphalt shingles	$27,540	$27,540
6	Recreational Court also including 1/2 court basketball 15855 Twin Creek Dr Jacksonville FL 32218	2008 Non combustible	10/01/2026 10/01/2027	$49,324	$49,324
8	Irrigation Systems Bainebridge Dr Jacksonville FL 32218	2008 Waterfront structures	10/01/2026 10/01/2027	$29,743	$29,743

Sign: _____ Print Name: _____ Date: _____

FLORIDA INSURANCE ALLIANCE

Schedule Items Effective As of: 10/01/2026

Property Schedule

Bainebridge Community Development District

Policy No.: 100126602
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description / Address	Roof Shape	Roof Pitch	Year Built / Const Type	Eff. Date / Term Date	Building Value / Contents Value	Roof Covering	Covering Replaced	Total Insured Value / Roof Yr Blt
9	**Pavilion** **15855 Twin Creek Dr** **Jacksonville FL 32218**			**2008** **Non combustible**	**10/01/2026** **10/01/2027**	**$14,933**			**$14,933**
10	**Amenity Center /Clubhouse** **15855 Twin Creek Dr** **Jacksonville FL 32218**	Cross gable		**2008** **Frame**	**10/01/2026** **10/01/2027**	**$1,042,754** **$101,938**	Asphalt shingles		**$1,144,692**
11	**Tot Lot** **15855 Twin Creek Dr** **Jacksonville FL 32218**			**2008** **Non combustible**	**10/01/2026** **10/01/2027**	**$51,630**			**$51,630**
12	**Gas Grill** **15855 Twin Creek Dr** **Jacksonville FL 32218**			**2008** **Non combustible**	**10/01/2026** **10/01/2027**	**$6,493**			**$6,493**
13	**PVC Perimeter Fencing and Masonry Columns** **Bainebridge Dr & Pecan Park Rd** **Jacksonville FL 32218**			**2008** **Non combustible**	**10/01/2026** **10/01/2027**	**$125,788**			**$125,788**
14	**Entry Features** **Bainebridge Dr & Pecan Park Rd** **Jacksonville FL 32218**			**2020** **Non combustible**	**10/01/2026** **10/01/2027**	**$43,215**			**$43,215**

Total:	Building Value	Contents Value	Insured Value
	$1,941,734	$101,938	$2,043,672

Sign: _____ Print Name: _____ Date: _____

FLORIDA INSURANCE ALLIANCE

Schedule Items Effective As of: 10/01/2026

Inland Marine Schedule

Bainebridge Community Development District

Policy No.: 100126602
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department / Description	Serial Number	Classification Code	Eff. date / Term Date	Value	Deductible
1	Pool Chair Lift		Other inland marine	10/01/2026 / 10/01/2027	$7,000	$1,000
2	Fountain(s)		Mobile equipment	10/01/2026 / 10/01/2027	$15,097	$1,000
3	Lighting - Entry		Electronic data processing equipment	10/01/2026 / 10/01/2027	$15,836	$1,000
4	Lighting - Landscape & Parking		Electronic data processing equipment	10/01/2026 / 10/01/2027	$47,350	$1,000
5	Access Control/Alarm System		Mobile equipment	10/01/2026 / 10/01/2027	$21,115	$1,000
6	Security Cameras		Mobile equipment	10/01/2026 / 10/01/2027	$6,335	$1,000
				Total	**$112,733**	

Sign: _____ Print Name: _____ Date: _____

Bainebridge CDD - FY 27 Insurance Renewal

Final Audit Report 2026-09-29

Created:	2026-09-29
By:	Benjamin Pfuhl (bpfuhl@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsykOOT5jOwcnnOQHHASBqQ9YJGIUXUd_

"Bainebridge CDD - FY 27 Insurance Renewal" History

Document created by Benjamin Pfuhl (bpfuhl@rizzetta.com)
2026-09-29 - 2:46:20 PM GMT

Document emailed to William Huff (thehuffs@hotmail.com) for signature
2026-09-29 - 2:46:27 PM GMT

Email viewed by William Huff (thehuffs@hotmail.com)
2026-09-29 - 4:25:41 PM GMT

Document e-signed by William Huff (thehuffs@hotmail.com)
Signature Date: 2026-09-29 - 4:26:30 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_IMAGE

Document emailed to Benjamin Pfuhl (bpfuhl@rizzetta.com) for signature
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Document e-signed by Benjamin Pfuhl (bpfuhl@rizzetta.com)
Signature Date: 2026-09-29 - 4:34:02 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-09-29 - 4:34:02 PM GMT

Adobe Acrobat Sign

Tab 9

LLS Tax Solutions Inc.
1645 Sun City Center Plz,
#5027
Sun City Center, FL 33571
Telephone: 850-754-0311
Email: liscott@llstax.com

August 3, 2026

Bainebridge Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Bainebridge Community Development District ("Client") for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- $1,090,000 Bainebridge Community Development District (Collier County, Florida) Special Assessment Refunding Bonds, Series 2025

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment

of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated "tax shelter" rules that require taxpayers to disclose their participation in "reportable transactions" by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all "reportable transactions" and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client's participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state "tax shelter" reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client's failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for the services listed above for the annual calculation period beginning August 21, 2025, through the period ending August 20, 2026, is $500, which includes reasonable out-of-pocket expenses. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

By: Linda L. Scott

Linda L. Scott, CPA

AGREED AND ACCEPTED:
Bainebridge Community Development District

By: _____

Print Name _____

Title _____

Date: _____

LLS Tax Solutions Inc.
1645 Sun City Center Plz,
#5027
Sun City Center, FL 33571
Telephone: 850-754-0311
Email: liscott@llstax.com

August 3, 2026

Bainebridge Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Bainebridge Community Development District ("Client") for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- $8,240,000 Bainebridge Community Development District (City of Jacksonville, Florida) Special Assessment Bonds, Series 2007

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment

of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated "tax shelter" rules that require taxpayers to disclose their participation in "reportable transactions" by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all "reportable transactions" and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client's participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state "tax shelter" reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client's failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for the services listed above for the final calculation period beginning on May 1, 2025, through the period ending August 22, 2025, is $500, which includes reasonable out-of-pocket expenses. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

By: Linda L. Scott

Linda L. Scott, CPA

AGREED AND ACCEPTED:
Bainebridge Community Development District

By: _____

Print Name _____

Title _____

Date: _____

Tab 10

RESOLUTION 2027-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2026/2027, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority or authorities a schedule of its regular meetings; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings.

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

1. The Fiscal Year 2026/2027 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 12th DAY OF NOVEMBER 2026.

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

_____

CHAIRMAN / VICE CHAIRMAN

ATTEST:

_____

SECRETARY / ASST. SECRETARY

EXHIBIT "A"

BOARD OF SUPERVISORS MEETING DATES
BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027

January 21, 2027

March 18, 2027

April 15, 2027

July 15, 2027

September 17, 2027

All meetings will convene at 6:00 p.m.
and will be held at the Bainebridge Amenity Center,
15855 Twin Creek Drive, Jacksonville Florida 32218.

Tab 11

RESOLUTION 2027-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT TO RESET 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, Bainebridge Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within City of Jacksonville, Duval County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") previously adopted Resolution 2026-06 setting a public hearing on the proposed Rules of Procedure for September 17, 2026 at 6:00 p.m. at the Bainebridge Amenity Center, 15855 Twin Creek Drive, Jacksonville, Florida 32218; and

WHEREAS, because the Board was unable to meet, the District Manager in consultation with the Chairman reset the public hearing to be held on November 12, 2026, at 6:00 p.m. at the Bainebridge Amenity Center, 15855 Twin Creek Drive, Jacksonville, Florida 32218, and the District Manager has caused the notice of the public hearing with the new date and time to be published consistent with the requirements of the Act; and.

WHEREAS, the Board desires to ratify the District Manager and Chairman's actions in resetting and noticing for the amended public hearing date, time and location.

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

SECTION 1. RATIFICATION OF PUBLIC HEARING RESET. The actions of the District Manager and Chairman in resetting the public hearing and the District Secretary in publishing the notice of public hearing are hereby ratified. Resolution 2026-06 is hereby amended to reflect that the public hearing as declared in Resolution 2026-06 is re-set to November 12, 2026, at 6:00 p.m. at the Bainebridge Amenity Center, 15855 Twin Creek Drive, Jacksonville, Florida 32218.

SECTION 2. RESOLUTION 2026-06 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2026-06 continue in full force and effect.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

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

ATTEST:	**BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

Tab 12

RESOLUTION 2027-03

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

WHEREAS, Bainebridge Community Development District (the "**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

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

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

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

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

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

SECTION 3. This resolution shall become effective upon its passage and shall supersede any rules of procedure previously adopted by the District and remain in effect unless rescinded or repealed.

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

ATTEST:	**BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chair / Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A

RULES OF PROCEDURE

RULES OF PROCEDURE
BAINEBRIDGE
COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-01

EFFECTIVE AS OF NOVEMBER 12, 2026

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Rule 1.0 General.

(1) The Bainebridge Community Development District (the "**District**") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "**Rules**") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by 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: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the "**Board**") shall consist of five (5) members. Members of the Board ("**Supervisors**") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

(a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.

(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

(2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

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

(b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

(f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.

(4) Record Book. The Board shall keep a permanent record book entitled "**Record of Proceedings**," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.

(6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.

(7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "**voting conflict of interest**" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's

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

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

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

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

(c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

(d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

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

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

(a) Agenda packages for prior 24 months and next meeting;

(b) Official minutes of meetings, including adopted resolutions of the Board;

(c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;

(d) Adopted engineer's reports;

(e) Adopted assessment methodologies/reports;

(f) Adopted disclosure of public financing;

(g) Limited Offering Memorandum for each financing undertaken by the District;

(h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;

(i) District policies and rules;

(j) Fiscal year end audits; and

(k) Adopted budget for the current fiscal year.

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

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

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

(3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

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

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

(5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

(6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:

(a) The date, time and place of the meeting, hearing or workshop;

(b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

(e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into "meeting materials." For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

Adjournment

(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

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

(7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board 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: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

(a) Prevent and detect "**fraud**," "**waste**" and "**abuse**" as those terms are defined in section 11.45(1),

(b) Florida Statutes; and

(c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and

(d) Support economical and efficient operations; and

(e) Ensure reliability of financial records and reports; and

(f) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, 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 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Requirements of a Rule. All District rules as drafted shall:

(a) Contain only one subject;

(b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;

(c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and

(d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.

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

(4) Notice of Rule Development.

(a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule ("**Notice of Rule Development**") setting forth the following:

(i) the subject area to be addressed by rule development;

(ii) A short, plain explanation of the purpose and effect of the proposed rule;

(iii) The grant of rulemaking authority for the proposed rule;

(iv) The law being implemented;

(v) The proposed rule number; and

(vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.

(b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the "**Notice of Rulemaking**") setting forth the following:

(i) A short, plain explanation of the purpose and effect of the proposed rule;

(ii) The proposed rule number;

(iii) A summary of the proposed rule or amendment;

(v) The grant of rulemaking authority for the proposed rule;

(vi) The law being implemented or interpreted;

(vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

(viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;

(ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;

(x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;

(xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;

(x) The date, time, and location of the public hearing on the proposed rule;

(xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and

(xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.

(b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.

(d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

(a) Technical Changes.

(i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.

(ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

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

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

1. Supported by the record of the public hearing held on the proposed rule;

2. In response to written materials submitted to the District; or

3. In response to an objection with the proposed rule by the District Board.

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

(7) Withdrawal of Proposed Rules.

(a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.

(b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) In the event of a withdrawal of a proposed rule, the District shall publish a notice ("**Notice of Rule Withdrawal**") in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

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

(8) Rule Development Workshops.

(a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.

(b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.

(c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:

(i) The place, date, and time of the workshop;

(ii) The subject area that will be addressed; and

(iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

(a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

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

(c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.

(i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

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

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

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

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

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

(10) Public Hearing.

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

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

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

(i) The date, time, and location of the public hearing; and

(ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

(a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.

(b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the "**Notice of Emergency Rule**") which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

(i) The full text of the rule(s); and

(ii) The District's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

(c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

(i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the "**Notice of Renewal of Emergency Rule**") shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.

(ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.

(d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.

(e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.

(f) The District may repeal an emergency rule before it expires by publishing a notice ("**Notice of Repeal of Emergency Rule**") in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:

(i) The full text of the emergency rule and a summary thereof;

(ii) The rule number; and

(iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.

(12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

(13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record ("**Rulemaking Record**") which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:

(a) A copy of the rule;

(b) Any material incorporated by reference in the rule;

(c) A detailed written statement of the facts and circumstances justifying the proposed rule;

(d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;

(e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;

(f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and

(g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

(a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

(i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.

(ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation

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

(c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:

(i) Administer oaths and affirmations;

(ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

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

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

(15) 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.

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.
Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

(1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) Definitions.

(a) "**Competitive Solicitation**" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

(b) "**Continuing Contract**" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars ($2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars ($200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

(c) "**Contractual Service**" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

(d) "**Design-Build Contract**" means a single contract with a Design-Build Firm for the design and construction of a public construction project.

(e) "**Design-Build Firm**" means a partnership, corporation or other legal entity that:

(i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

(f) "**Design Criteria Package**" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

(g) "**Design Criteria Professional**" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

(h) "**Emergency Purchase**" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

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

(i) "**Invitation to Bid**" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.

(j) "**Invitation to Negotiate**" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.

(k) "**Negotiate**" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.

(l) "**Professional Services**" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.

(m) "**Proposal (or Reply or Response) Most Advantageous to the District**" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:

(i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;

(ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

(iii) For a cost to the District deemed by the Board to be reasonable.

(n) "**Purchase**" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

(o) "**Request for Proposals**" or "**RFP**" is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

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

(p) "**Responsive and Responsible Bidder**" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

(i) The ability and adequacy of the professional personnel employed by the entity/individual;

(ii) The past performance of the entity/individual for the District and in other professional employment;

(iii) The willingness of the entity/individual to meet time and budget requirements;

(iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;

(v) The recent, current, and projected workloads of the entity/individual;

(vi) The volume of work previously awarded to the entity/individual;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise.

(q) "**Responsive Bid**," "**Responsive Proposal**," "**Responsive Reply**," and "**Responsive Response**" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

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

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

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:

(i) The ability and adequacy of the professional personnel employed by each consultant;

(ii) Whether a consultant is a certified minority business enterprise;

(iii) Each consultant's past performance;

(iv) The willingness of each consultant to meet time and budget requirements;

(v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;

(vi) The recent, current, and projected workloads of each consultant; and

(vii) The volume of work previously awarded to each consultant by the District.

(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

(c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

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

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

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

(7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

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

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

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

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

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

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

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

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

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

(i) Ability of personnel;

(ii) Experience;

(iii) Ability to furnish the required services; and

(iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

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

(3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("**RFP**"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

(5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(6) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

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

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

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

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

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

Rule 3.3 Purchase of Insurance.

(1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

(b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

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

(j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

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

(2) Suspension, Revocation, or Denial of Qualification

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

(i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.

(ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

(iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

(iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

(v) The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

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

(vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

(vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

(viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

(ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

(x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

(xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

(xii) The vendor or affiliate(s) has been convicted of a contract crime.

1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

(i) Impacts on project schedule, cost, or quality of work;

(ii) Unsafe conditions allowed to exist;

(iii) Complaints from the public;

(iv) Delay or interference with the bidding process;

(v) The potential for repetition;

(vi) Integrity of the public contracting process;

(vii) Effect on the health, safety, and welfare of the public.

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

Rule 3.5 Construction Contracts, Not Design-Build.

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

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

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

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and

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

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

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

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

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

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

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

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

(l) 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: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

    a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

    b. Hold all required applicable federal licenses in good standing, if any;

    c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

    d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

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

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

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

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

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

(4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

(1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

(2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board 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: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "**goods, supplies, and materials**" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

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

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

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

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

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

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

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

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest 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: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

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

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

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

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

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

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

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

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

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

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

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

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

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.10 Contractual Services.

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

(2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

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

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

(1) Filing.

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

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

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

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

(d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

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

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

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

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective September 17, 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: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.