

*Wind Meadows South
Community Development District*

Meeting Agenda

October 28, 2025

AGENDA

Wind Meadows South

Community Development District

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

October 21, 2025

Board of Supervisors Meeting **Wind Meadows South Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Wind Meadows South Community Development District** will be held **Tuesday, October 28, 2025 at 1:00 PM** at **The Hampton Inn—Lakeland, 4420 North Socrum Loop Road, Lakeland, FL 33809.**

Zoom Video Join Link: <https://us06web.zoom.us/j/85977639870>

Call-In Information: 1-305-224-1968

Meeting ID: 859 7763 9870

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (Public Comments will be limited to three (3) minutes)
3. Approval of Minutes of the August 26, 2025 Board of Supervisors Meeting
4. Organizational Matters
 - A. Acceptance of Resignation of Sean Finotti
 - B. Appointment of Individual to Fill Board Vacancies in Seats 2 & 3 (Exp. 11/2026)
 - C. Administration of Oath to Newly Appointed Individuals
 - D. Consideration of Resolution 2026-01 Electing Officers
5. KVV Memo Regarding Updated Provision's to District's Rules of Procedure
 - A. Consideration of Resolution 2026-02 Setting a Public Hearing to Amend Rules of Procedure
 - B. Updated Rules of Procedure
6. Consideration of Resolution 2026-03 Authorizing Spending Authority
7. Consideration of Landscape Proposals
 - A. Scope and Map
 - B. Weber
 - C. Floralawn
8. Ratification of Holiday Lighting Agreement with TPG Lighting
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Proposal from Weber for 2 Retention Pond Till & Overseed
 - ii. Consideration of Proposal from Weber for 8 Retention Pond Till

- D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
- 10. Other Business
- 11. Supervisors Requests and Audience Comments
- 12. Adjournment

MINUTES

**MINUTES OF MEETING
WIND MEADOWS SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Wind Meadows South Community Development District was held Tuesday, **August 26, 2025**, at 1:01 p.m. at The Hampton Inn – Lakeland, 4420 North Socrum Loop Road, Lakeland, Florida.

Present and constituting a quorum:

Lori Campagna
Kelly Evans *by Zoom*
Sean Finotti
Brad Gilley

Chairperson
Vice Chairperson
Assistant Secretary
Assistant Secretary

Also present were:

Katie O’Rourke
Jill Burns
Grace Rinaldi
Allen Bailey

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

FIRST ORDER OF BUSINESS

Roll Call

Ms. O’Rourke called the meeting to order at 1:01 p.m. and called roll. Three Board members were in attendance constituting a quorum. Ms. Evans joined by Zoom.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. O’Rourke opened the public comment period for agenda items only.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the July 22, 2025
Board of Supervisors Meeting**

Ms. O’Rourke presented the minutes of the July 22, 2025 Board of Supervisors meeting. She asked for any comments, corrections, or changes to the minutes. The Board had no changes to the minutes.

On MOTION by Mr. Gilley, seconded by Mr. Finotti, with all in favor, the Minutes of the July 22, 2025 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS**Consideration of Resolution 2025-12
Designation of a Regular Monthly Meeting
Date, Time, and Location for Fiscal Year
2026**

Ms. O'Rourke presented Resolution 2025-12. The Board decided to add a meeting on Tuesday, December 2nd at 1:00 p.m. and cancel the November and December meetings. Other than those noted changes, the regular monthly meeting date, time, and location for Fiscal Year 2026 will stay the same.

On MOTION by Ms. Evans, seconded by Mr. Finotti, with all in favor, Resolution 2025-12 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2026, was approved as amended.

FIFTH ORDER OF BUSINESS**Consideration of Proposal for Additional
Security Camera (Provided to Board
Separately)**

Ms. O'Rourke presented a proposal for an additional security camera, which was provided to the Board prior to this meeting for review. She explained that this is necessary to improve their coverage area to be able to monitor the whole amenity center. She noted that this is within budget for the amenity contingency line item.

On MOTION by Ms. Campagna, seconded by Mr. Gilley, with all in favor, the Proposal for Additional Security Camera, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Resident Request for
Construction Access – ADDED**

Ms. O'Rourke stated this item is a resident request for a pool build on their personal property. They want to be able to access the CDD owned common tract behind their property. After discussion, the Board denied the resident's request.

SEVENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Ms. Rinaldi had nothing to report to the Board.

B. Engineer

The Engineer was not in attendance.

C. Field Manager's Report

Mr. Bailey reviewed the Field Manager's Report in the agenda package. He noted a few various signs that have been straightened throughout the District. He also noted that the palm tree that was installed on the first roundabout has not been taking very well, so Prince is going to reschedule taking that one out, putting in a new one and slightly moving it from its position at their cost. He stated the entrance landscape is looking healthy from the rain and the heat does not appear to be having an impact on it currently. He explained that the landscape roundabouts are looking good except for the palm tree that needs to be replaced. He noted the landscape at the Amenity Center is staying in a healthy state from all the rain. He pointed out the transitional ponds are still holding water, and the cleanouts need to wait to be inspected till everything is dry. Discussion ensued on mowing versus discing and it was decided to ask the engineer to weigh in on a solution. Ms. Evans asked for the front entrance monument sign landscape to be manicured by rounding and evening out the trees next to the sign.

i. Consideration of Fiscal Year 2026 Contract Increases – ADDED

Mr. Bailey stated the backside of Phase 2 got delayed during the winter because of the winter month with the grass. They have been trying to get Center State back out there to do it. He noted they are still talking with them to finish up some of the punch list items. He pointed out that Prince didn't bid those areas because they weren't maintainable originally. He added that part of the increase that they're looking for originally was to go up 3%, but they're also questioning this mowing of the pond bottom which would lead them to want to disc them, which would increase it. Mr. Finotti requested a map of the areas Center State has to finish. The budget was discussed briefly. They are going to get final numbers from Prince. Mr. Bailey is going to let the two potential landscaping vendors know that nothing is to pass the budget line and ask for proposals for the next

meeting. After discussion, it was decided to bring this item back for consideration once they have final numbers from Prince as well as other vendor options.

Mr. Bailey reviewed the contract renewals. He stated Resort Pools is their current pool vendor and there is a 5% increase. He noted these were all in the 2026 budget. Their current pest company has a 5% increase.

On MOTION by Ms. Campagna, seconded by Mr. Gilley, with all in favor, the Fiscal Year 2026 Contract Increases for Pool and Pest, was approved.

D. District Manager's Report

i. Approval of Check Register

Ms. O'Rourke presented the check register for the period from July 10, 2025, through August 8, 2025, totaling \$181,681.93.

On MOTION by Ms. Campagna, seconded by Mr. Finotti, with all in favor, the Check Register, was approved.

ii. Balance Sheet & Income Statement

Ms. O'Rourke stated these are the unaudited financials. She noted they are 100% collected on assessments. They are provided for informational purposes. Ms. Evans asked if there was any money left over in the construction fund. Ms. Rinaldi is going to review the construction fund and reserve release.

iii. Approval of Amenity Policy Clarification Regarding Access Card Issuance

Ms. O'Rourke stated this was an administrative change to the language that they have in their amenity policies under the access cards. Right now, it says that the access cards are issued upon closing. The edit will say that they're issued after a resident registers for amenity access. They also added that they would like the to include two access cards at the time they register.

On MOTION by Ms. Campagna, seconded by Mr. Finotti, with all in favor, the Amenity Policy Clarification Regarding Access Card Issuance, was approved.

EIGHTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

Ms. O'Rourke asked for a motion to adjourn the meeting.

On MOTION by Ms. Campagna, seconded by Mr. Finotti with all in favor, the meeting was adjourned.
--

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION 4

SECTION A

Sean Finotti

6604 Pemberton Sage Ct
Seffner, FL 33584
sean.finotti@ymail.com
813-767-1510

September 12, 2025

Kelly Evans

Lennar Homes, LLC
4301 W Boy Scout Rd
Tampa, FL 33607

Dear Kelly,

I am writing to formally resign from my position on the following CDD Boards: Sage Brush Acacia Fields, Connerton, New Port Corners, and Wind Meadows effective September 12th, 2025.

This decision was not made lightly, as I have greatly valued the opportunity to work with you and be a part of the Lennar team. I am grateful for the support, guidance, and opportunities for professional and personal development that I have received during my time here.

Thank you once again for the opportunity to be a part of Lennar, I hope to stay in touch and wish the company continued success.

Sincerely,

Sean Finotti

SECTION D

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Wind Meadows South 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 City of Bartow, Polk County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	<u>Jill Burns</u>
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	<u>George Flint</u>
Assistant Secretary	<u>Katie O’Rourke</u>

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

PASSED AND ADOPTED this 28th day of October 2025.

ATTEST:

**WIND MEADOWS SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION 5



MEMORANDUM

To: Board of Supervisors; District Staff

From: Kilinski | Van Wyk PLLC

Date: September 1, 2025

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

Please find attached to this memorandum an updated version of the previously adopted Rules of Procedure ("Rules"). Revisions were made to maintain consistency between the Rules and current Florida law, including statutory changes adopted in the 2025 Legislative Session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting or proofreading changes are not summarized. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact your KVW attorney.

Business Hours

Language was added to Rules 1.0(3) and 3.11(1)(d) to clarify that the normal business hours of the District are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Public Meetings, Hearings, and Workshops

Language was added to Rule 1.3(1)(d) to provide an earlier deadline for individuals to request accommodations for meeting participation. An individual requiring special accommodations to participate in the meeting, hearing, or workshop must contact the office of the District Manager at least three (3) business days prior to the scheduled meeting, hearing, or workshop.

Language was added to Rule 1.3(3) to provide examples of what may constitute "good cause" to amend a meeting agenda.

Language was added to Rule 1.3(6) to require that the notice for an emergency meeting include the specific reasons for the emergency meeting.

Notice of Rule Development

Rule 2.0(2) was revised to reflect the recent legislative change requiring the Notice of Rule Development to be published at least seven (7) days prior to the notice of rulemaking and thirty-five (35) days prior to the public hearing on the proposed rule. Rule 2.0(2) was also revised to require the Notice of Rule Development to include the following: (1) the grant of rulemaking authority for the proposed rule and the law being implemented; and (2) the proposed rule number.



Notices of Rulemaking

Rule 2.0(3) was also revised to reflect the recent legislative changes requiring the Notice of Rulemaking to include the following: (1) the proposed rule number; (2) the name, email address, and telephone number of the staff member who may be contacted regarding the intended action; and (3) the website where the statement of estimated regulatory costs may be viewed in its entirety, if applicable.

Rule 2.0(3) was further revised to require any material proposed to be incorporated by reference be available for inspection and copying by the public at the time of publication of the Notice of Rulemaking and to permit the Notice of Rulemaking to be delivered electronically to all persons named in the proposed rule or who have requested advance notice of rulemaking.

Petitions to Initiate Rulemaking

Rule 2.0(5) was revised to require the District's Board of Supervisors to initiate rulemaking proceedings within thirty (30) calendar days of receiving a petition to initiate rulemaking proceedings, in accordance with Florida Statutes.

Emergency Rule Adoption

Rule 2.0(8) was amended to permit the District's Board of Supervisors to adopt an emergency rule if it is necessitated by immediate danger to the public health, safety, or welfare, or if the Legislature authorizes the Board of Supervisors to adopt emergency rules. Notice of the emergency rules must include the Board of Supervisors' findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

Rule Variances

Rule 2.0(12)(a) was amended to include safety-related concerns as an example of a "substantial hardship" which could justify a rule variance.

Competitive Purchases

Rule 3.0(3) was revised to incorporate the recent legislative change that prohibits the District from penalizing a bidder for performing a larger volume of construction work for the District or rewarding a bidder for performing a smaller volume of construction work for the District on a public works project as defined in Section 255.0992, *Florida Statutes*. A public works project is defined as "an activity that is paid for with any local or state-appropriated funds and that consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any political subdivision." A public works project does not include the provision of goods, services, or work incidental to the public works project, such as security services, janitorial services, landscape services, maintenance services, or any other services that do not require a construction contracting license or involve supplying or carrying construction materials for a public works project.



Auditor Selection Committee Notices

Rule 3.2(6) was revised to require seven (7) days' notice of Auditor Selection Committee meetings, in accordance with Florida Law regarding meeting notices.

Purchase of Insurance

Rule 3.3(2)(g) was amended to remove “geographic location” from the list of evaluation criteria for the purchase of insurance.

Construction Contract Bids

Rule 3.5(2)(e) was amended to clarify that mistakes in arithmetic extension of pricing may be corrected by the Board provided such corrections do not result in a material change to the bid amount or create an unfair advantage.

Emergency Construction Service Purchases

Rule 3.5(5) was amended to clarify the circumstances under which the District may undertake an emergency purchase of construction services.

Bid Protests

Rules 3.11(4) and (5) were amended to provide additional details regarding the required procedures for bid protests.

Facsimile Notices, Generally

Changes were made throughout the Rules to remove facsimile as a method of notice and to add electronic mail as an acceptable method of notice where permitted by law.

SECTION A

RESOLUTION 2026-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT
DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC
HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF
SUCH HEARING FOR THE PURPOSE OF ADOPTING RESTATED
RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE
DATE**

WHEREAS, Wind Meadows South Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Bartow, Polk County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board previously adopted *Rules of Procedure* to govern the operation and administration of the District and now wishes to set a public hearing to consider amendments thereto.

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

SECTION 1. A Public Hearing will be held to adopt the District’s Amended and Restated Rules of Procedure on _____, 202_, at 1:00 p.m., at the Hampton Inn–Lakeland, 4420 North Socrum Loop Road, Lakeland, FL 33809.

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

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

PASSED AND ADOPTED this 28th day of October 2025.

ATTEST:

**WIND MEADOWS SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Proposed Amended and Restated Rules of Procedure

SECTION B

**RULES OF PROCEDURE
WIND MEADOWS SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

EFFECTIVE AS OF [DATE]

TABLE OF CONTENTS

<u>Rule 1.0</u>	<u>General</u>	2
<u>Rule 1.1</u>	<u>Board of Supervisors; Officers and Voting</u>	3
<u>Rule 1.2</u>	<u>District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination</u>	7
<u>Rule 1.3</u>	<u>Public Meetings, Hearings, and Workshops</u>	10
<u>Rule 1.4</u>	<u>Internal Controls to Prevent Fraud, Waste and Abuse</u>	15
<u>Rule 2.0</u>	<u>Rulemaking Proceedings</u>	16
<u>Rule 3.0</u>	<u>Competitive Purchase</u>	22
<u>Rule 3.1</u>	<u>Procedure Under the Consultants' Competitive Negotiations Act</u>	27
<u>Rule 3.2</u>	<u>Procedure Regarding Auditor Selection</u>	31
<u>Rule 3.3</u>	<u>Purchase of Insurance</u>	35
<u>Rule 3.4</u>	<u>Pre-qualification</u>	37
<u>Rule 3.5</u>	<u>Construction Contracts, Not Design-Build</u>	43
<u>Rule 3.6</u>	<u>Construction Contracts, Design-Build</u>	47
<u>Rule 3.7</u>	<u>Payment and Performance Bonds</u>	52
<u>Rule 3.8</u>	<u>Goods, Supplies, and Materials</u>	53
<u>Rule 3.9</u>	<u>Maintenance Services</u>	57
<u>Rule 3.10</u>	<u>Contractual Services</u>	60
<u>Rule 3.11</u>	<u>Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9</u>	61
<u>Rule 4.0</u>	<u>Effective Date</u>	64

Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to ~~the~~^{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 required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least ~~forty-eight (48) hours~~three (3) business days before the meeting/hearing/workshop by contacting the District Manager at _____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

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

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

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

2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

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

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

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published ~~at least twenty-nine (29)~~ at least seven (7) days before the notice of rulemaking described in Section 2.0(3), infra., and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the ~~specific legal authority for the proposed rule grant of rulemaking authority for the proposed rule and law being implemented,~~ include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, ~~setting forth~~ including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, ~~and~~ a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District’s statement of ~~the~~ estimated regulatory costs and the website address where

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

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed, ~~or delivered electronically~~ to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to ~~such mailing publication of the notice~~, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than ~~sixty (60)~~ thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-

case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

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

- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

- (d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
 - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant~~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.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

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

Rule 3.0 Competitive Purchase.

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

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

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

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

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

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

(viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

place for submitting proposals.

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

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

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

Rule 3.3 Purchase of Insurance.

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

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

(4) Reapplication and Reinstatement

- (a) A contractor whose qualification to bid has been revoked or denied because of

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

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

(5) Emergency Suspension and Revocation

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

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

Any contractor that has been found guilty by a court of competent jurisdiction of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years ~~shall be deemed~~ 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, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

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

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules: only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

- d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District,

which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

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

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via certified mail, hand delivery, or email with delivery confirmation ~~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 qualified person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

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

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

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

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

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

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

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

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

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

SECTION 6

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT CONFIRMING AUTHORIZATION TO PAY INVOICES FOR WORK PREVIOUSLY APPROVED; AUTHORIZING THE CHAIR OR VICE CHAIR OF THE BOARD OF SUPERVISORS AND THE DISTRICT MANAGER TO ENTER INTO TIME SENSITIVE AND EMERGENCY CONTRACTS AND DISBURSE FUNDS FOR PAYMENT OF CERTAIN EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR THE REPEAL OF PRIOR SPENDING AUTHORIZATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Wind Meadows South Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) typically meets on an as needed basis, and in no event more than monthly, to conduct the business of the District, including approval of proposals, authorizing the entering into of agreements or contracts, and authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board contracted with the District Manager to timely pay the District’s vendors and perform other management functions; and

WHEREAS, the Board desires to confirm that the District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board and such payments do not need to be approved by the Board prior to payment; and

WHEREAS, the Board recognizes that certain time sensitive or emergency issues may arise from time to time that require approval outside of regular monthly meetings; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring, and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board has determined that it is in the best interests of the District, and is necessary for the efficient administration of District operations; the health, safety, and welfare of the residents within the District; and the preservation of District assets and facilities, to authorize

limited spending authority to the Chair (or Vice Chair, if the Chair is unavailable) of the Board and the District Manager between regular monthly meetings, for work and services that are time sensitive and/or emergency in nature.

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

1. **Authorization to Pay Invoices for Work Previously Approved.** The District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board in accordance with such contracts and such payments do not need to be approved by the Board prior to payment nor do they need to be re-approved by the Board at a future meeting.
2. **Limited Spending Authorization.** The Board hereby authorizes the individuals stated below to exercise their judgment to enter into time sensitive and emergency contracts and disburse funds up to the amounts stated below, without prior Board approval for expenses (1) that are required to provide for the health, safety, and welfare of the residents within the District; (2) for the maintenance, repair, or replacement of a District asset; or (3) to remedy an unforeseen disruption in services relating to the District's facilities or assets, if such disruption would result in significantly higher expenses unless the contract is entered into immediately.
 - a. The District Manager may individually authorize such expense up to \$2,500.00 per proposal and/or event.
 - b. The Chair (or Vice Chair, if the Chair is unavailable) may individually authorize such expenses up to \$10,000.00 per proposal and/or event.
 - c. The District Manager and Chair (or Vice Chair, if the Chair is unavailable) may jointly authorize such expenses up to \$25,000.00 per proposal and/or event.
3. **Ratification of Spending Authorization at Future Meeting.** Any payment made or contract entered into pursuant to this Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.
4. **Repeal of Prior Spending Authorizations.** All prior spending authorizations approved by resolution or motion of the Board are hereby repealed.
5. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 28TH DAY OF OCTOBER 2025.

ATTEST:

**WIND MEADOWS SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION 7

SECTION A

[Wind Meadows South]

LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into “elements” to define the elements involved and required in the maintenance of the property.

General Services- Component “A”

Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

Irrigated common area turf of all turf types (St Augustine, Zoysia, Bermuda, Irrigated Bahia) shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated bahia and pond areas and banks will be mowed 32 times annually as needed.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5” and 4.5”. St Augustine will be cut between 4.5” and 5.5”. Mowing heights will be set at 2”–3” for Zoysia turf. Bermuda turf shall be cut at a height of no more than 2.5”. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall be carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50” mower or larger **discharging clippings away from the water**. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum. Additional pond edge string trimming can be requested as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

For the protection of private property, landscapers will not perform string trimming in a manner that results in direct contact with private fences. A buffer zone of approximately 4 to 6 inches will be maintained along all private fencing. The maintenance of any grass or vegetation within this buffer area will be the responsibility of the respective property owner.

Blowing

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to not disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. **Based on three sections, the contractor will completely detail the entire property once every three weeks at least.** The exception will be the entrances, clubhouse

areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 52 times per year to accomplish the full amount of detail rotations. The size and duration the detail crew is onsite should depend on the extent needed to accomplish the rotation.

Pruning

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

*Pruning of trees up to a height of 12 feet and palms up to 15' is included in the scope of the work. If pruning is required above the height of 12 feet for non palms, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. Palm pruning of palms over 15' is defined in **Component E.3**.*

The branching height of trees shall be raised only for the following reasons:

- 1. Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas.**
- 2. Maintain clearance from shrubs in bed areas.**
- 3. Improve visibility in parking lots and around entries. Extra care should be taken when considering sight lines on the road and the vendor should report any identified visibility concerns to CDD management.**
- 4. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to the branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.**
- 5. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.**

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

For the protection of private property, landscapers will not perform chemical edging in a manner that results in direct contact with private fences or along private fences. A buffer zone of approximately 4 to 6 inches will be maintained along all private fencing. The maintenance of any grass or vegetation within this buffer area will be the responsibility of the respective property owner.

Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with a supplemental proposal.

As needed, the contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. The contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management, the contractor will provide a Monthly Service Calendar for the upcoming period. **A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly.** A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meetings as needed or requested by CDD management.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component "B" – Turf Care Program - Fertilization and Pest Control

Chemical Application Maintenance Information

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.

The irrigation system will be fully operational prior to any fertilizer application.

Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, and other relevant factors based on turf types. Soil samples should include all Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

St Augustine

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control
- October: Heavy fall granular fertilization and broadleaf weed/disease control

Application Requirements: ST AUGUSTINE

Contractor will submit a schedule of materials to be used under this program along with application rates. The annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

Bahia – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: BAHIA

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

Bermuda - Sports Field

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

- January: Liquid or granular Fertilization - Disease & Insect Control
- February: Liquid or granular Fertilization
- March: Core Aeration
- April: Liquid or granular Fertilization Sedge & Broadleaf Weed Control/Disease & Insect Control
- June: Disease & Insect Control as needed.
- July: Liquid or granular Fertilization
- August: Sedge & Broadleaf Weed Control/Disease & Insect Control
- September: Liquid or granular Fertilization
- October: Disease & Insect Control
- December: Liquid or granular Fertilization

Bermuda - Standard

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

- January: Liquid or granular Fertilization - Disease & Insect Control
- March: Spring Granular fertilization with broadleaf weed control, insect and disease control
- May: Slow release with Weed Control
- July: Slow Release (Nitrogen) with insect and weed control
- October: Liquid or Granular and Disease & Insect Control

Application Requirements: BERMUDA

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary.
- July: Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization - Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash - weeds as necessary, inspect/treat fungal activity.

Application Requirements: ZOYSIA

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

General

Insect/Disease Control - ALL TURF

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible for managing settings of irrigation timers and should always have the irrigation times adjusted and set appropriately based on turf type and season.

Supplemental insecticide applications will be provided by the contractor when the contractor identifies a

need for supplemental programs in order to control pests.

Contractor will provide recommendations for TopChoice applications when needed. They will also keep ant bait treatment on mowers or detail vehicles for spot treatment. Ants should be treated near any walking or amenity areas or common use areas such as parks.

Weed Control - ALL TURF

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, wild Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

Warranty - ALL TURF

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. The contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

Component “C” – Tree/Shrub Care Program

Application Schedule – Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be

Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud Drench and or OTC Injections for potential disease and infestation. Only those treatments relevant to the variety of palm should be included.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by the contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that

are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

Component “D” – Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week. The irrigation inspection should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

Specifications

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controllers to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone.
- Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in the overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management’s discretion to allow the contractor to proceed with repairs at an agreed threshold without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard

surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect the irrigation system weekly while performing routine maintenance. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractors should and are expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with a clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed – free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty.

Exclusions to this warranty would be freeze, theft, or vandalism.

E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

Mulching will be carried out at least once per year. However in many cases the mulch application will be divided into one heavy application in Spring and one lighter application in the fall. The most desirable months are May and Early November. Mulch will be priced “per yard”. Application will be completed within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1” to 2” deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2” thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 15’ will be trimmed at least once per year in May. All vegetation will be removed from their trunk. Any palm nuts and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary. Full debooting is a separate billable job but removing those loose and hanging should be included.

All palms less than 15’ will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

All palms in excess 15’ will be trimmed at least once per year in the month of May. Any additional trimmings can be added at the discretion of the board or management and will be done at the same cost and rate as the proposed May trimming. Therefore, the fee summary must include the cost per palm for trimming.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o’clock profile or nine and three o’clock at the discretion of management. “Hurricane” cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving “stubs”.

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.

X:\Jobs\2020\20-009 - Wind Meadows South\Drawings\WIND MEADOWS-BASE-25-Regrading

YARBOROUGH LANE (POWERLINE ROAD)
PAGE 151 AND ASSIGNED BY O.R. BOOK 3796, PAGE 147

E.F. GRIFFIN ROAD
PAVEMENT WIDTH VARIES - R/W VARIES



GRAPHIC SCALE

SCALE: 1 inch = 200 ft.

CALCULATED 100 YEAR FLOOD
ELEVATION 126.86 (ERP No.
44-032648.000) PREPARED BY
KIMLEY HORN & ASSOCIATES
INC./ENVIRONMENTAL &
PERMITTING SERVICES INC.,
DATED 3/12/2007.

CALCULATED 100 YEAR FLOOD
ELEVATION 112.41 (ERP No.
43027536.000) PREPARED BY
KIMLEY HORN & ASSOCIATES
INC., DATED 2/25/2005.

RECIPROCAL DRAINAGE AND STORMWATER RETENTION
AREA EASEMENT AREA AS DEPICTED ON EXHIBIT "C"
OF OFFICIAL RECORDS BOOK 8079, PAGE 350

50' ELECTRIC EASEMENT PER LIS PENDENS RECORDED IN O.R. 4680, PAGE 2021 AND FINAL ORDER OF TAKING RECORDED
IN O.R. 4779, PAGE 1265 AND AMENDED STIPULATED ORDER OF TAKING RECORDED IN O.R. 4913, PAGE 2180

- Unfinished Areas
- Mowing areas
- Bi-Monthly Bush Hog Areas
- Wet Pond
- Dry Pond

Buffer Zones

- 70 Feet
- 120 Feet
- 50 Feet

WIND MEADOWS SOUTH SITE INFORMATION:

272.64 TOTAL ACRES.
EXISTING ZONING: PD (PLANNED DEVELOPMENT; ORD. No. 2007-28 & RES. #20-4062-R)
FUTURE LAND USED: LOW DENSITY RESIDENTIAL
GROSS PROJECT DENSITY: 835 SINGLE-FAMILY LOTS (89 - 70's & 746 - 50's) = 3.06 DU./AC.
TYPICAL LOT DIMENSIONS: 50' x 125' & 70' x 130'
MINIMUM HOUSE SIZE: 1,200 S.F.
MAXIMUM HOUSE HEIGHT: 35'

OPEN SPACE CALCULATIONS PER ULDC SEC. 7.04.11(H):

CATEGORY A OPEN SPACE: 59.9 ACRES
CATEGORY B OPEN SPACE: 25.2 ACRES
CATEGORY C OPEN SPACE: 2.9 ACRES
TOTAL OPEN SPACE PROVIDED: 88.0 ACRES (83.7 ACRES REQUIRED BY PD)

RECREATION AREA CALCULATIONS PER ULDC SEC. 7.04.12(C):

RECREATION TYPE A: 2.0 ACRES
RECREATION TYPE B: 3.0 ACRES
RECREATION TYPE C: 7.8 ACRES
TOTAL RECREATION AREA PROVIDED: 12.8 ACRES

FINISHED GRADE:

IT IS ANTICIPATED THAT FINISHED FLOOR GRADES FOR LOTS AT THE PERIMETER OF THE PROPERTY
WILL VARY MORE THAN ONE-FOOT ABOVE OR BELOW EXISTING GRADES.

EXTERIOR LIGHTING:

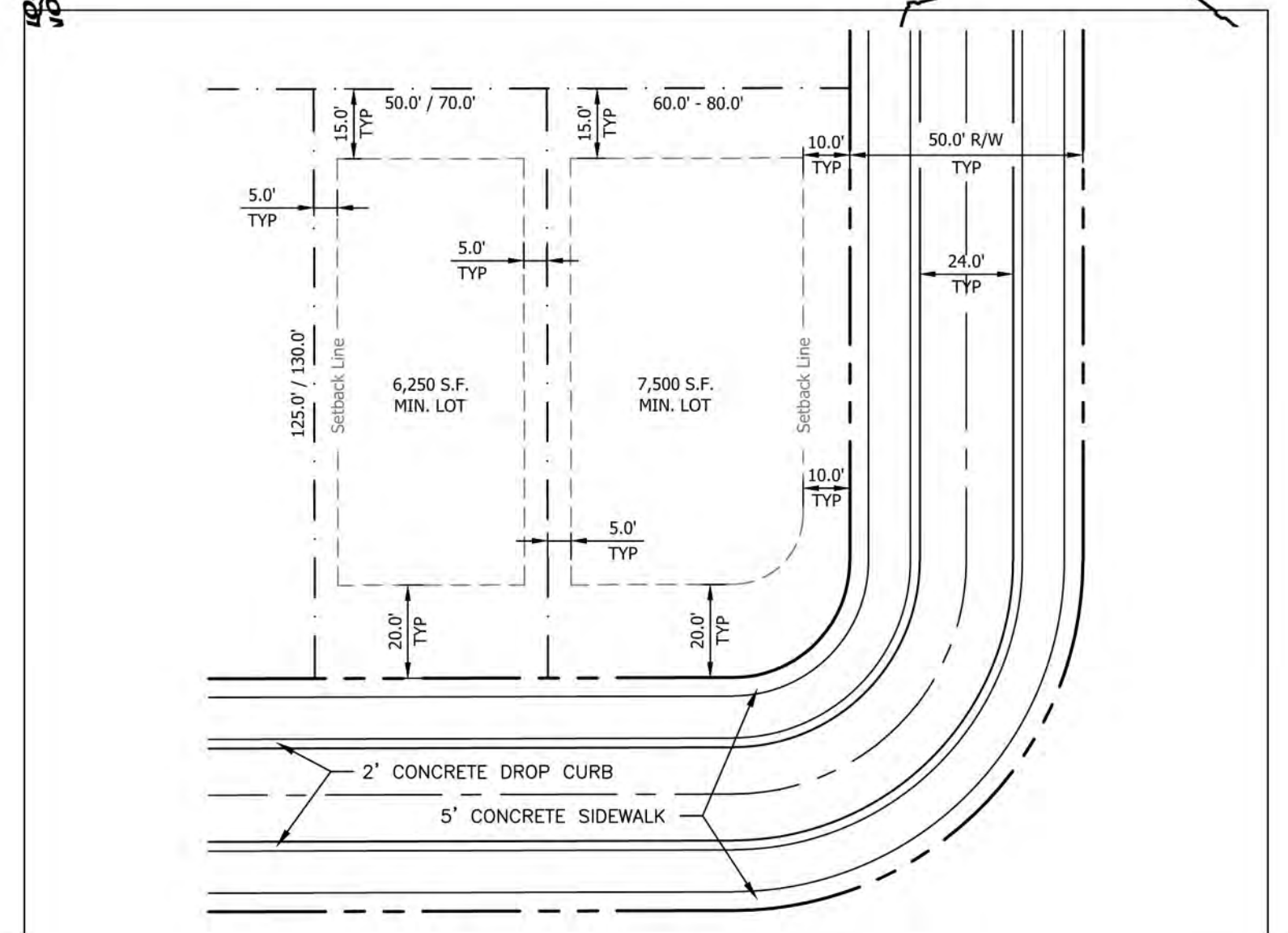
STREET LIGHTING WILL BE INSTALLED WITHIN THE PROPOSED DEVELOPMENT. THE INFRASTRUCTURE
DESIGN WILL BE PROVIDED BY THE UTILITY PROVIDER AT THE TIME OF DEVELOPMENT.

RIGHT OF WAY / EASEMENT VACATIONS:

SEVERAL EXISTING RIGHT OF WAYS & EASEMENTS WILL BE VACATED TO DEVELOP THE PROPOSED
PROJECT. THESE VACATIONS WILL BE IDENTIFIED ON THE FINAL DEVELOPMENT PLANS.

ROADWAYS:

ALL PROPOSED ROADS WITHIN THE DEVELOPMENT WILL BE OWNED AND MAINTAINED BY COMMUNITY
DEVELOPMENT DISTRICT (CDD).
THE DESIGN SPEED FOR THE BOULEVARD ROADWAY IS 35 MPH. THE DESIGN SPEED FOR THE
INTERNAL RESIDENTIAL ROADWAYS IS 25 MPH.



PROPOSED TYPICAL LOT
N.T.S.

Construction Plans

For

Wind Meadows South

Barrow, Florida

Prepared For

CENTER STATE DEVELOPMENT, LLC

4900 Dundee Rd.
Winter Haven, FL 33884

Telephone: 863-280-6921
Facsimile: 863-965-0181

4900 Dundee Road
Winter Haven, FL 33884

Telephone: 863-676-7770
Facsimile: 863-965-0181
C.A. #8394



OVERALL DEVELOPMENT PLAN



Not Valid Without Engineer's Seal
This item has been digitally signed and sealed by
Bryan A. Hunter using a digital signature on the
date indicated. Printed copies of this
document are not considered signed and sealed
and the signature must be verified on any
electronic copies.
Bryan A. Hunter, P.E.
Reg. No. 53168
C.A. #8394

Date: May 20, 2021

C104

SECTION B

Weber Environmental Services, LLC

**LANDSCAPE
MAINTENANCE
PROPOSAL
FOR
WIND MEADOWS
SOUTH CDD**



WEBER ENVIRONMENTAL SERVICES, LLC

WINTER HAVEN OFFICE 5935 S.R. 542 WEST, WINTER HAVEN, FL. 33880
CORPORATE OFFICE (863) 551-1820 FAX (863) 551-1639

Weber Environmental Services, LLC, 23640 Research Drive, Farmington Hills, MI 48335

October 15, 2025

Wind Meadows South CDD
EF Griffin Rd & Quiet Quail Blvd.
Bartow, Fl. 33803
Attn: Allen Bailey
Abailey@gmscfl.com

Specifications, Proposal, and Contract for Property Located at:

EF Griffin Rd. & Quiet Quail Blvd. Bartow, Fl. 33803

MOWING:

- All turf will be mowed once each week while in the growing season (April 1st to October 31st)
- All turf will be mowed every other week or as conditions warrant, during the dormant season (November 1st through March 31st)
- All embankments and retention ponds will be mowed to the water's edge.
- All accumulations of clippings will be removed.
- Mowing height will depend on the season. Typically, the height will range from 3" to 5".
- Any area too wet for proper mowing will be mowed when the ground is dry enough to allow for it.

EDGING:

- All surrounding turf areas adjacent to paved surfaces or structural edges such as sidewalks, driveways, parking lots, curbs, headers and retaining walls, will be edged with a “blade edger” in order to maintain a clean, crisp, and consistent edge line.
- Bed edges will be kept clean and well-defined around color beds, shrub beds, open beds, and tree trunks, so as to prevent encroachment from lawn but not so frequently that the bed line expands into the turf.

WEEDING:

- Weeding by hand or chemical means of all plant bed areas as often as necessary to maintain a reasonably weed-free condition commensurate with the season.
- Groundcover beds infested with weeds will be chemically treated.
- Weed control in curbs, ground between plants, joints in walks, decks, and driveways (paved and concrete areas) will be performed using appropriate manual (Hand pulling), mechanical (Spin trimming) and/or chemical (Herbicide) control. Herbicides will be applied with care so as not to injure adjacent desirable plants.

PRUNING AND TRIMMING:

- Pruning of all ornamental shrubbery up to a height of **Six (6) feet**.
- Performance of **Twelve (12)** pruning rotations per year performed on a monthly basis.
- Removal of all generated debris from the property.
- Selective pruning will be performed on all ornamental trees and plants in order to maintain the natural habit of the plant and to ensure health and vigor.
- Tree limbs will be trimmed or pruned up to a height of **Eight (8) feet**. Trees will be pruned to an overhead clearance of eight feet for walkways and free of suckers from trunk or base. No limbs larger than 1 ½ inches in diameter will be trimmed or removed.
- Ground covers and vines will be sheared as necessary in a uniform manner to maintain neat, clean edges, surfaces, and overall appearance.
- Shrubs and hedges will be sheared and pruned in a consistent manner to maintain optimum shape and size as growth habit dictates according to the individual potential for each species of plant.
- Detailing of planted areas will be performed weekly in a sectional method, each section will represent one-fourth of the entire property during the growing season, and one-eighth of the entire property during the dormant season as defined by seasonal services mentioned above.
- Any ornamental tree that requires trimming where the top of the tree is above 8’ and requires specialized equipment to achieve will be proposed as a separate scope of work.

CLEAN UP:

- All trimmings and clippings will be collected and removed from the property.
- All sidewalks will be blown off in order to remove all debris generated during the performance of this contract.
- All lawn areas will be cleared of litter and debris before mowing, so as not to shred or scatter foreign matter.

HORTICULTURAL SERVICES:

- The property will be inspected **Six (6)** times per year to ensure:
- Turf and Plant material is in good health, shows good color, growth habits, and is reasonably free of pests most commonly associated with.
- Soil samples are not the determining factor for this program.
- A pesticide program will be provided as needed to suppress infestations of weeds and insects on all turf areas, plant material, and landscape beds where and when applicable.
- Treatment of the turf and plant materials for disease and fungi requires special care on a case-by-case basis and is available under a separate agreement. Note: Fungi is an ever-present soil bound condition with no preventative cause; treatment applied is for post conditions only.
- Any insect infestation will be treated on an as-needed basis.
- IPM: An Integrated Pest Management program will be utilized targeting identified insects, scales and fungi reducing the chemical footprint and reducing die-off of beneficial insects.
- All St. Augustine, Zoysia, and Bermuda turf shall be fertilized **Four (4)** times per year.
- All plant material will be fertilized **Two (2)** times per year.
- All fertilizers used in our program will be blended to make a balanced nutrient package, including all the necessary minor and trace elements.
- This program is restricted to turf and plant insects and excludes ants, fire ants, fleas, ticks, mosquitos, gnats, and any general household pests.

IRRIGATION INSPECTIONS:

- The activation of the system once per month for aboveground inspection.
- The reporting of any deficiencies noted in the inspection on the Monthly Inspection Report.
- The adjustment of automatic controllers to establish watering periods appropriate in frequency and duration to prevailing seasonal conditions.
- The adjustment of all functioning spray heads to ensure proper coverage.
- Nozzles that are clogged from broken lines, reclaimed, well, and or potable water contamination will be proposed for repair.
- Irrigation heads that are non-functional will be proposed for repair.
- All additional items noted for repair will be proposed for approval and billed separately upon completion.
- Repair work caused by W.E.S., Inc. in the course of our landscape maintenance activity is the responsibility of W.E.S., Inc. and will be repaired at no charge.
- Irrigation heads that do not recess after operation are considered "non-functioning" and damage to heads from mowers are not warrantied.
- W.E.S., Inc. assumes no liability beyond its control, disclaims any and all express or implied warranties, and is not responsible for the condition of the landscape or irrigation system due to drought, freeze, irrigation deficiencies, residents turning off timers, storm damage, vandalism, or pedestrian or vehicle damage.

SPECIAL SERVICES:

- An Operations Manager will be assigned to the project, with whom the site manager may communicate on a regular basis, pertaining to the contract of services.
- W.E.S., Inc. will supervise and direct the work and its employees to the best of their ability and be solely responsible for all techniques, sequences, procedures, coordination of services and actions of their employees. W.E.S., Inc. service personnel shall maintain neat appearance in suitable clothing with company identification uniform.

ADDITIONAL SERVICES:

- Additional services are optional services, not included in the contract; a customer can request at any time. A proposal will be provided by W.E.S. for the service requested. Before the service request is scheduled and performed, the customer must provide a signed approval of the proposal W.E.S. provided. The service proposal cost will be billed after the approved service is completed.

- ☐ Mulch
- ☐ Discing pond bottoms
- ☐ Landscape and sprinkler design
- ☐ New plantings
- ☐ Hand watering
- ☐ Excessive leaf clean up
- ☐ Tree removal
- ☐ Palm Trees Above 15'
- ☐ Large Tree Trimming
- ☐ Crape Myrtles Trimming
- ☐ Renovation of existing plant material, such as cutting back to reduce overall size.
- ☐ Removal of planted material that has died due to winter freeze, floods, fire or other Acts-of-Nature
- ☐ Irrigation installation, reinstallation, modification, or repair of the system.
- ☐ Major clean up due to storms, hurricanes, tornadoes, or other Acts-of-Nature.

SUMMARY OF CONTRACT SERVICES:**Year 1**

Contractual Services January 1st, 2026, to December 31st, 2026	Annual	Monthly
Mowing, Detailing (including dry pond bottoms)	\$143,973.00	\$11,997.75
Turf Care	\$2,898.00	\$241.50
Tree Shrub Care	\$2,016.00	\$168.00
Irrigation Maintenance	\$4,128.00	\$344.00
TOTAL SERVICES	\$153,015.00	\$12,751.25

Year 2

Contractual Services January 1st, 2027, to December 31st, 2027	Annual	Monthly
Mowing, Detailing (including dry pond bottoms)	\$148,292.16	\$12,357.68
Turf Care	\$2,985.00	\$248.75
Tree Shrub Care	\$2,076.48	\$173.04
Irrigation Maintenance	\$4,251.84	\$354.32
TOTAL SERVICES	\$157,605.48	\$13,133.79

Year 3

Contractual Services January 1st, 2027, to December 31st, 2027	Annual	Monthly
Mowing, Detailing (including dry pond bottoms)	\$152,740.92	\$12,728.41
Turf Care	\$3,074.40	\$256.20
Tree Shrub Care	\$2,138.76	\$178.23
Irrigation Maintenance	\$4,379.28	\$364.94
TOTAL SERVICES	\$162,333.36	\$13,527.78

*** * CONTRACT FOR GROUNDS MAINTENANCE SERVICE * ***

This agreement is made by and between: **Wind Meadows South CDD**, hereinafter referred to as the "Client" and **Weber Environmental Services LLC**, hereinafter referred to as "W.E.S., Inc." This Grounds Maintenance Agreement is for services to be provided by W.E.S., Inc. for the Client at the following described property: **FE Griffin Rd. & Quiet Quail Blvd, Bartow, Fl. 33803** hereinafter referred to as the "Project".

NOW THEREFORE, the parties referenced above herein desire to enter into this agreement to be governed by the following terms, conditions, and stipulations.

Terms: The term of the agreement shall be for twelve (36) months, **commencing on January 1st, 2026, and terminating on the 31st day of December 2028.**

YEAR 1

W.E.S., Inc. agrees to provide the work in the manner prescribed in the "Specifications" attached hereto and incorporated herein for the total sum of: **One Hundred Fifty Three Thousand Fifteen & 00/100 Dollars (\$153,015.00)** annually, payable in monthly installments of: **Twelve Thousand Seven Hundred Fifty One & 25/100 Dollars (\$12,751.25)** at the end of the month of service.

YEAR 2

W.E.S., Inc. agrees to provide the work in the manner prescribed in the "Specifications" attached hereto and incorporated herein for the total sum of: **One Hundred Fifty Seven Thousand Six Hundred Five & 48/100 Dollars (\$157,605.48)** annually, payable in monthly installments of: **Thirteen Thousand One Hundred Thirty Three & 79/100 Dollars (\$13,133.79)** at the end of the month of service.

YEAR 3

W.E.S., Inc. agrees to provide the work in the manner prescribed in the "Specifications" attached hereto and incorporated herein for the total sum of: **One Hundred Sixty Two Thousand Three Hundred Thirty Three & 36/100 Dollars (\$162,333.36)** annually, payable in monthly installments of: **Thirteen Thousand Five Hundred Twenty Seven & 78/100 Dollars (\$13,527.78)** at the end of the month of service.

Initials: _____

A handwritten signature in black ink, appearing to be 'WY', written over a horizontal line.

Contract Terms & Conditions

Acceptance. A proposal made upon these terms is subject to acceptance within thirty days from that date, and the prices are subject to change without notice prior to acceptance by the Customer. If your order is an acceptance of a written proposal, on a form provided by Weber Environmental Services, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not acceptable, then this document is Weber Environmental Services' offer, subject to credit approval, to provide the goods and/or work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Weber Environmental Services shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by Weber Environmental Services on this order will in any event constitute an acceptance by Customer of these terms and conditions.

Exclusions From Work. Weber Environmental Services' obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans with Disabilities Act or any other law or building code(s).

Payment Terms. All labor, equipment, and material necessary to accomplish the above for the season shall be provided for the sum of the total contract price, payable in 12 equal installments due monthly on the 1st of each month. Customer shall pay Weber Environmental Services' invoices within net thirty (30) days of the invoice date. If payment is not received as required hereby, Weber Environmental Services may suspend performance, and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. The customer shall be liable to Weber Environmental Services for all reasonable shutdowns, standby and start-up costs as a result of the suspension. A service charge of 1.5% per month will be added to all balances not paid within 30 days of invoice. This represents an annual rate of 18%. Customer shall pay all costs (including attorneys' fees) incurred by Weber Environmental Services in attempting to collect amounts due and otherwise enforce these terms and conditions.

Payment Remittance: Weber Environmental Services, LLC, 23640 Research Drive, Farmington Hills, MI 48335

Time For Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Weber Environmental Services, all dates provided by Weber Environmental Services or its representatives for commencement, progress or completion are estimates only. While Weber Environmental Services shall use commercially reasonable efforts to meet such estimated dates, Weber Environmental Services shall not be responsible for any damages for its failure to do so.

Access. Weber Environmental Services and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by Weber Environmental Services and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Weber Environmental Services' access to correct any emergency conditions shall not be restricted.

Permits And Governmental Fees. Weber Environmental Services shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Weber Environmental Services' subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. The customer is responsible for necessary approvals, easements, assessments, and charges for construction, use or occupancy of permanent structures or permanent changes to existing facilities.

Concealed Or Unknown Conditions. In the performance of the Work, if Weber Environmental Services encounters conditions at the Premises that are (I) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Weber Environmental Services shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Weber Environmental Services' cost of, or time required for, performance of any part of the Work, Weber Environmental Services shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

Conditions Beyond Control of Parties. If Weber Environmental Services shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at Weber Environmental Services' election (I) remain in effect but Weber Environmental Services' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Weber Environmental Services for all parts of the Work furnished to the date of termination.

Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Weber Environmental Services the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Weber Environmental Services for all Work furnished to date and all damages sustained by Weber Environmental Services (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

Fuel and Materials Cost Volatility: Pricing under this Agreement may be subject to change throughout the term(s) due to the volatility in the fuel and Materials. Continuum will have the opportunity to re-visit pricing annually with the Client in good faith if pricing of fuel or Materials increase by 5% over prevailing local costs on or after April 1st. of each Lawn season. In the event fuel or Material prices increase by 20% or more between April 1st and November 30th of each Lawn season, Continuum will have the right to adjust pricing immediately to recover the additional cost.

Indemnification. Weber Environmental Services and Customer shall indemnify, defend, and hold each other harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential, or punitive damages.

Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of Weber Environmental Services. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Complete Agreement. This Agreement shall constitute the entire Agreement between both parties, and this Agreement may not be amended, modified, or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Weber Environmental Services is a signatory thereon.

Cancellation: This contract may be canceled with cause upon thirty (30) days of written notice. If Weber Environmental Services cannot correct deficiencies within thirty days, this contract will become null, and void and all services rendered will become due and payable within the terms of this contract. Equal monthly installments do not necessarily reflect the cost of services performed. All correspondence regarding cancellation shall be via Certified Mail/Return Receipt Requested to the Account Manager's attention listed on page 1.

As indicated by my signature below, I have read, fully understand, and agree to the terms and conditions in all areas of this contract.

Executed this _____ day of _____, 2025.

Wind Meadows South CDD

Weber Environmental Services, LLC

BY (X) _____

BY (X)  _____

PRINT NAME _____

PRINT NAME: **Alan R. Hirschfelder**

TITLE _____

TITLE: **Account Manager**

Contractor: Weber Environmental Services LLC

Address: 5925 S.R. 542 W. Winter Haven, FL 33980

Phone: 863-551-1820
 Fax:
 Contact: Alan Hirschfelder
 Email: ahirschfelder@webers.com

Property: Wind Meadows South CDD

Address: 219 E. Livingston St.
 Orlando,
 Florida,
 32801

Phone: 407-460-4424
 Contact: Allen Bailey
 Email: ab Bailey@gmail.com

ESSENTIAL SERVICES A-D	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
(Component A) - Mowing/Detailing/Pond Bottom Mowing	11,998	11,998	11,998	11,998	11,998	11,998	11,998	11,998	11,998	11,998	11,998	11,998	\$143,973
TURF CARE (Component B) Bahia/St Augustine/Zoysia	242	242	242	242	242	242	242	242	242	242	242	242	\$2,899
TREE/SHRUB CARE (Component C) Tree/Shrub Fert	168	168	168	168	168	168	168	168	168	168	168	168	\$2,016
IRRIGATION MAINT. (Component D)	344	344	344	344	344	344	344	344	344	344	344	344	\$4,128
ANNUAL CHANGES - None at this time (Component E.1)													\$0
BED DRESSING - Estimate mulch yds (Component E.2) <i>Per Annual Pricing</i>	Count			Count	4,550		Count		Count		1,950		\$6,500
PALM TRIMMING (Component E.3) <i>Per Palm Price:</i> <i>\$40.00</i>					70		360				30		\$360
Bush-Hogging (Component E.4) <i>Bi-Monthly</i>		3,400		3,400		3,400		3,400		3,400		3,400	\$20,400
TOTAL FEE PER MONTH:	\$12,752	\$16,151	\$12,751	\$16,151	\$17,301	\$16,151	\$12,751	\$16,151	\$12,751	\$16,151	\$14,701	\$16,151	\$179,916
Flat Fee Schedule	\$14,993	\$14,993	\$14,993	\$14,993	\$14,993	\$14,993	\$14,993	\$14,993	\$14,993	\$14,993	\$14,993	\$14,993	\$179,916
True-Up	(1,375)	(216)	(2,458)	(1,300)	1,009	2,167	(75)	1,083	(1,158)	-	(292)	867	
Essential Services Mowing/Detailing/Irrigation/Fert and Pest		\$153,016											
Extra Services: Annuals/Palm Pruning/ Mulch		\$6,860											
TOTAL													\$159,875.50

Initials:

SECTION C

floralawn



COMPREHENSIVE
LANDSCAPING
SIMPLIFIED

WIND MEADOWS SOUTH CDD

September, 2025





TABLE OF CONTENTS

ABOUT FLORALAWN	1.
OUR DIFFERENCES	2.
FLORALAWN UNIVERSITY	3.
MAINTENANCE DEPARTMENT	5.
CORE SERVICES	6.
FERTILIZATION DEPARTMENT	7.
OUR EXPERTISE	8.
IRRIGATION DEPARTMENT	9.
PROFESSIONAL SOLUTIONS	10.
GENERAL HOUSEHOLD PEST	11.
TREE MAINTENANCE	12.
CERTIFICATIONS	13.
INSURANCE	14.
COMMUNICATION	15.
WORK ORDER SYSTEM	16.
MY PROMISE	19.

ABOUT US



DESIGN. MAINTAIN. ENHANCE.

At Floralawn, we bring together the expertise of irrigation specialists, horticultural maintenance professionals, and landscape designers to provide an integrated approach to outdoor care. By offering all these services under one roof, we streamline the process for our clients, ensuring seamless communication, efficient project management, and consistent quality across every aspect of your landscape.



MAINTENANCE

Our lawn maintenance division specializes in providing comprehensive maintenance solutions designed for residential communities, homeowners' associations, and shared outdoor spaces. We understand the importance of creating a welcoming, well-maintained environment that reflects the pride and values of the community.



FERTILIZATION

Using the latest techniques and high-quality products, we tailor our approach to the unique needs of each property, considering factors such as soil composition and seasonal requirements. Our team's expertise ensures balanced nutrition for healthy, sustainable landscapes that thrive year-round.

OUR DIFFERENCES



IRRIGATION

Our certified Irrigation professionals specialize in troubleshooting, retrofitting outdated systems, and ensuring compliance with water conservation regulations. Whether maintaining existing systems or implementing new designs, we prioritize efficiency, reliability, and long-term savings for our clients. With a high level of expertise and a commitment to innovation, our irrigation team helps property owners and managers achieve healthier landscapes while conserving valuable resources.



COMMUNICATION

Whether it's through regular updates, meetings, or responsive feedback, we ensure that board members and community members have the information they need to make well-informed choices. Our team is always available to address concerns, offer solutions, and collaborate on initiatives, ensuring that every voice is heard.



MORE THAN A VENDOR—WE'RE A TRUSTED COMMUNITY PARTNER.

We take pride in being more than just a service provider—we actively engage with communities to support local events and fundraising efforts. Whether it's sponsoring neighborhood gatherings, providing landscaping for community events, or partnering on initiatives that benefit local causes, we're committed to contributing to the vibrancy of the communities we serve.

FLORALAWN UNIVERSITY

FloraLawn University is designed to provide consistent, recurring training that ensures our team remains highly skilled and adaptable. This program isn't a one-time event; it's an ongoing process that allows our employees to stay updated on the latest techniques, tools, and industry advancements.

Through regular hands-on sessions, team members continually refine their skills in landscaping, irrigation, fertilization, and customer care. To ensure the training is effectively implemented in the field, we conduct internal follow-ups and evaluations, holding our team accountable for maintaining the highest standards.

This ongoing approach ensures consistent service quality across all

aspects of our work, creating a foundation of excellence that clients can rely on. By fostering a culture of continuous learning and improvement, we empower our team to not only meet but consistently exceed client expectations. Our commitment to growth and accountability drives us to deliver exceptional results, reinforcing our dedication to excellence in every service we provide





“HOLDING OUR TEAM
ACCOUNTABLE. MAINTAINING
THE HIGHEST STANDARDS.”

MAINTENANCE DEPARTMENT

Our in-house maintenance crew is equipped with the latest, state-of-the-art tools and machinery to deliver top-tier service. From precision mowing to detailed trimming and expert pruning, our team brings unmatched skill and attention to detail to every project.

With years of experience and a vast knowledge of industry best practices, our crew understands the intricacies of maintaining a healthy, beautiful landscape. Whether it's ensuring the perfect cut, shaping plants to enhance their beauty, or preserving the health of your greenery, our team consistently exceeds expectations with

their expertise and commitment to excellence.

By combining the latest equipment with unparalleled knowledge, we ensure your landscape is always in the best hands, providing results that set us apart as industry leaders.

**YOUR PROPERTY.
OUR PRIORITY.
EVERYTIME.**



CORE SERVICES

MOWING & TURF CARE

- Precision lawn mowing
- Edging along sidewalks and driveways
- String trimming for hard-to-reach areas
- Blowing off debris for a clean finish
- Sod installation and repair

SEASONAL & STORM CLEANUPS

- Leaf and debris removal
- Post-storm cleanup and fallen branch removal
- Seasonal flower bed cleanouts
- Mulching and ground cover refresh

TREE & SHRUB CARE

- Tree trimming and pruning
- Shrub and hedge maintenance
- Removal of dead or hazardous branches
- Shaping for aesthetics and healthy growth
- Seasonal trimming for optimal plant health

LANDSCAPE ENHANCEMENTS

- Mulch and rock installation
- Seasonal flower planting
- Lawn renovation and regrading

FERTILIZATION DEPARTMENT

GREENER.
HEALTHIER.
HAPPIER.



Our fertilization department is the best in the business, delivering unmatched service with an in-house team of experts. We provide precise, high-quality care for every landscape.

By keeping our services in-house, we maintain complete control over quality, consistency, and responsiveness. Our team takes a scientific approach, utilizing water and soil samples to develop tailored solutions that meet the specific needs of your community. This ensures optimal plant health, effective pest management, and superior landscape care.

This combination of in-house expertise, certified specialists, and customized strategies allows us to provide industry-leading results, setting us apart as the trusted partner for exceptional landscape management.

OUR EXPERTISE

TAILORED FERTILIZATION PROGRAMS

- Nutrient plans for each property
- Seasonal fertilization schedules
- Organic and synthetic fertilizer options
- Soil enrichment and health optimization
- Slow-release and liquid application methods

SOIL & TURF HEALTH MANAGEMENT

- Soil testing and analysis
- pH balancing and soil amendments
- Core aeration to improve nutrient absorption
- Overseeding for thicker, healthier turf
- Compost topdressing for natural enrichment

TREE & SHRUB FERTILIZATION

- Deep root fertilization for trees and shrubs
- Micronutrient applications for plant health
- Seasonal feeding for optimal growth
- Protection against disease and environmental stress

WEED CONTROL & PREVENTION

- Pre-emergent herbicide applications
- Post-emergent weed treatments
- Targeted solutions for broadleaf and grassy weeds
- Organic and eco-friendly weed management options
- Integrated weed control with fertilization plans

PEST & DISEASE MANAGEMENT

- Lawn pest identification and treatment
- Fungicide applications for disease prevention
- Grub and insect control treatments
- Nematode suppression for root protection
- Preventative and curative treatment plans



IRRIGATION DEPARTMENT



SMART.
WATERING.
SOLUTIONS.

Our in-house irrigation team is a recognized leader in the industry, known for its expertise, precision, and commitment to excellence. As a preferred vendor and installer for Baseline systems and Weathermatic Smart Link. We offer advanced, water-efficient irrigation solutions that are tailored to the specific needs of each property.

By managing all irrigation services internally, we maintain complete control over every step—design, installation, and maintenance—ensuring the highest quality results. Our deep knowledge of the irrigation industry enables us to provide efficient, sustainable solutions that maximize water conservation and promote healthy, thriving landscapes.

With our combination of advanced technology, skilled professionals, and attention to detail, we're the trusted choice for reliable irrigation solutions that provide long-term benefits.

PROFESSIONAL SOLUTIONS

HAVE AN OUTDATED IRRIGATION SYSTEM?

We modernize outdated irrigation systems with advanced solutions, improving water efficiency, performance, and reliability. Our updates reduce waste, lower costs, and support healthier landscapes. Trust FloraLawn for smarter, sustainable irrigation.

■ PUMP, WATER SYSTEMS, & ACCESSORIES

Jet pumps, centrifugal pumps, submersible pumps, motors, control boxes, VFD instillation and programming

■ FILTERS, VALVES, & BACK FLOW PREVENTION

Check valves, foot valves, dual check valves, brass gate valves, brass ball valves, filtration systems, pressure vacuum breakers, filters, chemical feed pumps

■ IRRIGATION SYSTEM, PARTS, & ACCESSORIES

All irrigation products from every major manufacturer

■ PIPE, FITTINGS, LANDSCAPE ACCESSORIES

Pipe & fittings, poly tubing, water features, fountains

■ CULVERT, YARD DRAINAGE SYSTEMS

All sizes of culverts, drainage pipe & accessories

■ TANKS, POLYETHYLENE, BULK, STORAGE

Vertical, cone bottom, free standing

■ WELLS

Residential, commercial, agricultural, & industrial

GENERAL HOUSEHOLD PEST



At FloraLawn, we offer comprehensive household pest control services designed to protect your home from a variety of common pests, including ants, spiders, rodents, and termites. Our team is trained to identify potential problem areas and apply safe, effective treatments to eliminate pests while preventing future infestations.

Using eco-friendly products and cutting-edge techniques, we ensure that your home remains a safe, pest-free

environment for you and your family. Whether it's a one-time treatment or ongoing maintenance, our tailored pest control plans are designed to meet the specific needs of your home and provide long-lasting results.

Trust FloraLawn to handle your pest problems with professionalism, care, and an unwavering commitment to your home's well-being.

TREE MAINTENANCE



At FloraLawn, our in-house tree maintenance division is dedicated to maintaining the health, safety, and beauty of your trees. Our experienced arborists use the latest tools and techniques to provide precise trimming and pruning that promotes healthy growth and enhances the overall aesthetics of your landscape.

We handle everything from shaping trees for aesthetic appeal to removing dead or dangerous branches that could

pose a hazard to your property. Our team understands the unique needs of various tree species and customizes each service to ensure long-term tree health and safety.

By keeping tree trimming in-house, we ensure consistency, high-quality results, and attention to detail, making FloraLawn the trusted choice for all your tree care needs.



734 South Combee Road
Lakeland, FL 33801

863-668-0494 – Phone
863-668-0495 – Fax

www.floralawn.com

Wind Meadows South CDD

% Allen Bailey
GMS

September, 22nd 2025

Proposal valid for 60 days

We sincerely appreciate the opportunity to propose how Floralawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

Landscape Management

Service	Monthly	Yearly
Landscape Maintenance	\$12,663.00	\$151,956.00
Shrub Fertilization Program	\$163.34	\$1,960.08
Monthly Irrigation Inspection	\$360.00	\$4,320.00
Bush Hogging (6x Per Year)	\$1,800.00	\$21,600.00
Total	\$14,986.34	\$179,836.08

Additional Services

Enhancements and additional services are available on an a la carte basis. These include mulching options, seasonal plant selections, turf upgrades, and special treatments.

Service	Price
Mulch (Per Yard)	\$65.00
Palm Pruning (Per Palm)	\$35.00
Annuals (Per Plant)	\$2.50

Scope of Services

Turf Care

Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance **42 times** per calendar year (Floritam) and **42 times** per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season **April through October** and every other week during the non-growing season or as needed **November through March**.

Bahia lake and pond banks will be mowed **30 times per year** consistent with **3 times per month May through October** and **2 times per month or as needed November through April**.

Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

Edging

All turf edges of walks, curbs, and driveways shall be performed every mowing (**42 times** per year). A soft edge of all bed areas will be performed every other mowing (**21 times** per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

Weed, Insect, & Disease Control

Post-Emergent weed applications will be performed up to **4 times** per year between April 1st and October 30th. Pre-Emergent herbicides will be used **2 times** per year specifically targeting difficult to control weeds. Weed control applications are conducive to soil and air temperatures. Florilawn will not be held responsible for the post emergent control of common grassy weeds like Crabgrass, Tropical Signal & Bermuda grass. Due to the absence of legal and selective post emergent herbicides for this use.

Insect & disease control measures are incorporated into each fertilization application. Infestations will be treated on an as needed basis throughout the year and the customer will be made aware of the actions taken as well as the chemicals used. Ant mounds can be treated as they appear, at an additional cost, using products like Bayer's Top Choice that offer extended control..

Tree, Shrub, and Groundcover Care

Pruning

All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of **10 times** per year to ensure the following:

1. Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
2. Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
3. The removal of dead, diseased, or injured branches and palm fronds will be performed as needed up to 12 feet in height.
4. Ground covers and vines can maintain a neat and uniform appearance.

Weeding

Weeds will be removed from all plant, tree, and flower beds **18 times** per year. This incorporates **2 times** per month during the growing season and **1 time** per month during the non-growing season on an as-needed basis. Mechanical or chemical herbicides will be used as control methods. Mechanical weed removal **will only** be used when chemical applications are not applicable.

Fertilization

Palms and hardwood trees will be fertilized **2 times** per year. Shrubs and groundcovers will be fertilized **4 times** per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.

Insect, & Disease Control

All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. FloraLawn does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.

Irrigation

Overview

At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.

Inspections

All irrigation zones shall be inspected **1 time** per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.

Repairs

Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being **\$80.00 per hour**. Faults and failures of the irrigation system communicated to FloraLawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response.

Miscellaneous

Clean-Up

All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

Optional Items & Additional Services

1. Landscape design & installation
2. Sodding and/or Seeding
3. Annual flower bed design & installation
4. Mulching
5. Thin & prune trees over 10' in height
6. Prune Palms over 15' of clear trunk
7. New plant installation
8. Leaf clean-up
9. Pump Maintenance
10. Pump repair & installation

CERTIFICATIONS



DESIGN

- Landscape Design & Planning
- Tree and Shrub Placement for Aesthetic and Health
- Soil & Drainage Solutions
- Native Plant Design & Xeriscaping
- Landscape Renovations &
- Reimagining Existing Spaces
- Lighting Design



PEST CONTROL

- General Household Pest Control
- Rodent Control & Exclusion
- Termite Control & Prevention
- Mosquito Control
- Flea & Tick Treatment
- Lawn & Garden Pest Control
- Organic & Non-Toxic Pest Treatments
- Emergency Pest Control Services



MAINTENANCE

- Lawn Mowing & Edging
- Tree Trimming & Pruning
- Shrub & Plant Care
- Weeding & Mulching
- Leaf Removal & Debris Management
- Sod Installation & Lawn Repair
- Seasonal Color



WATER MANAGEMENT

- Florida Waterstar Certified
- Baseline Preferred Vendor/Installer
- Maxicom Software
- Certified Irrigation Designer
- Certified Irrigation Contractor
- Certified Landscape Irrigation Auditor
- Landscape Irrigation Design
- Stormwater Management Practices

CERTIFICATIONS

REFERENCE

QUALIFIER

Stormwater Management Inspector	#16795	FL Dept of Environmental Protection
Maxicom Software		Rain Bird
Best Management Practices	#13188, 9797, 8588	FL Dept of Environmental Protection
Irrigation Contractor License	#CSIR0123	Polk County Building Division
Certified Specialty Contractor	#SCC 131153009	FL Dept of Business & Pro Reg
Landscape Irrigation Design		College of Irrigation Knowledge
Certified Irrigation Designer - Residential	#004041	The Irrigation Association
Certified Irrigation Designer - Commercial	#004041	The Irrigation Association
Certified Irrigation Contractor	#004041	The Irrigation Association
Certified Landscape Irrigation Auditor	#40183	The Irrigation Association
Certified Landscape Water Manager	#004041	The Irrigation Association

INSURANCE



LEASED/RENTED EQUIPMENT

- AGCS Marine Insurance Co
- Policy: #MZ193091427
- Limit: \$100,000



UMBRELLA LIABILITY

- Hartford Casualty Ins Co
- Policy: #21HHUSR2G4R
- Each Occurrence \$2,000,000
- Aggregate \$2,000,000



COMMERICAL GENERAL LIABILITY

- Twin City Fire Insurance
- Policy: #21UENSR2G35
- Each Occurrence \$1,000,000
- Damage to Rented Premises \$300,000
- Med Exp \$5,000
- Personal & Adv Injury \$1,000,000
- General Aggregate \$2,000,000
- Product-Comp/Op AGG \$2,000,000



AUTOMOBILE LIABILITY

- Hartford Insurance Company #916
- Policy: #21UENOL4791
- Combined Single Limit: \$1,000,000
- PIP: \$10,000



GENERAL LICENSURE

- Commercial General Liability
- Automobile Liability
- Umbrella Liability
- Best Management Practices
- Business Tax Receipt
- Polk County
- License: #118675
- Agriculture Product Dealer #699156
- State of Florida Dept of Agriculture
- License: #699156
- Pest Control Operator
- State of Florida Dept of Agriculture
- License: #JB192451



WORKERS COMPENSATION

- Bridgefield Casualty Insurance Company
- Policy: #0196-62488
- Each Accident \$1,000,000
- Disease - EA Employee \$1,000,000
- Disease - Policy Limit \$1,000,000

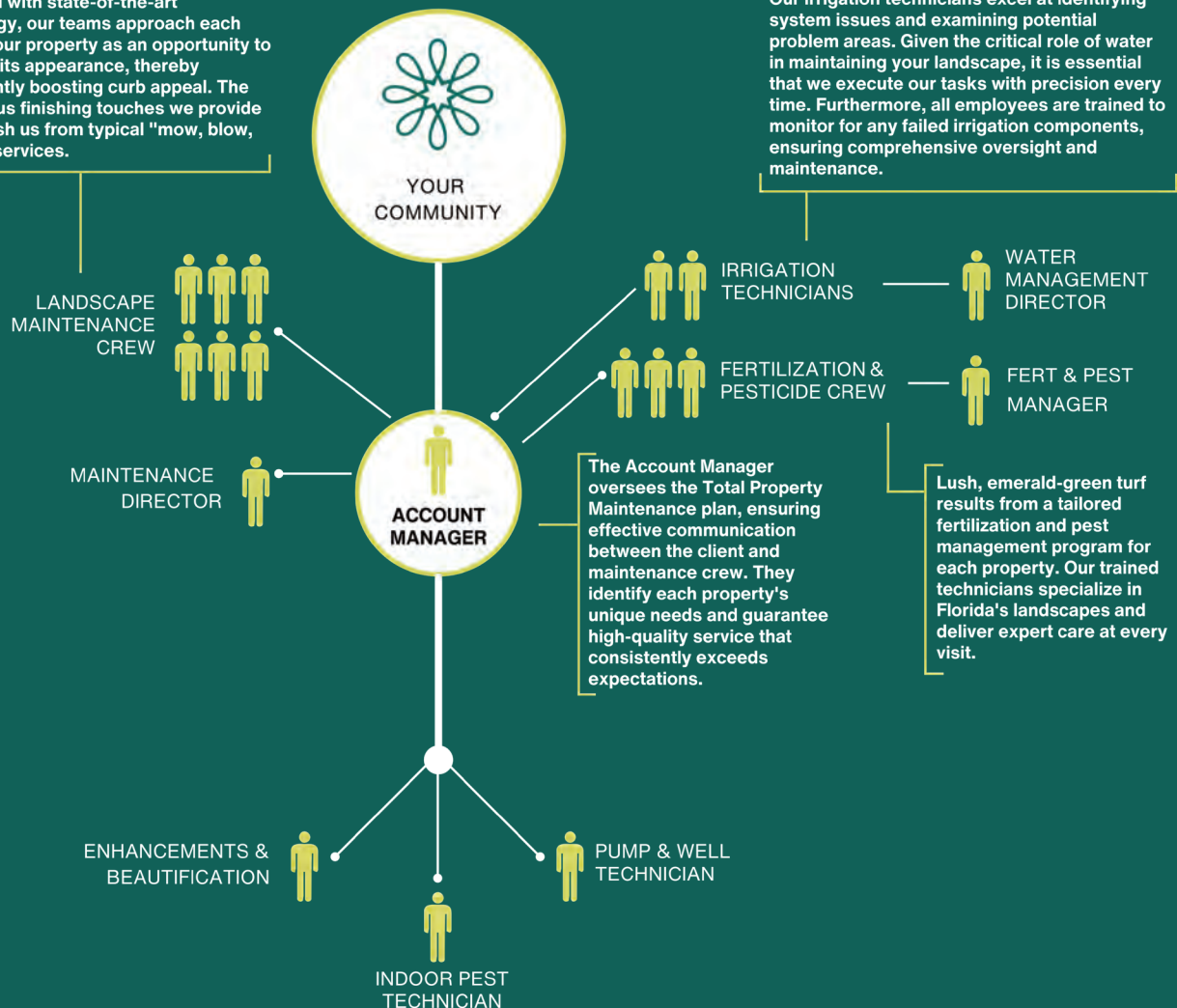


floralawn

COMMUNICATION

Equipped with state-of-the-art technology, our teams approach each visit to your property as an opportunity to enhance its appearance, thereby significantly boosting curb appeal. The meticulous finishing touches we provide distinguish us from typical "mow, blow, and go" services.

Our irrigation technicians excel at identifying system issues and examining potential problem areas. Given the critical role of water in maintaining your landscape, it is essential that we execute our tasks with precision every time. Furthermore, all employees are trained to monitor for any failed irrigation components, ensuring comprehensive oversight and maintenance.

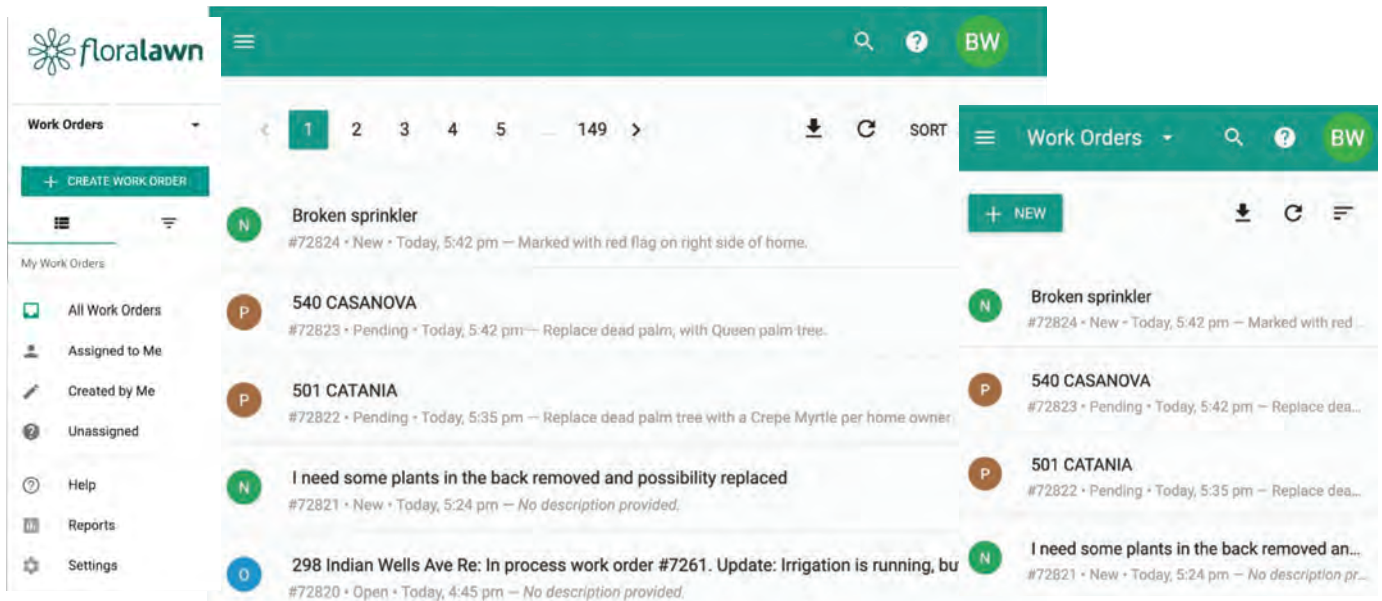


Clear internal communication is essential for promptly addressing concerns, sharing important updates, and ensuring that all members are aligned with community goals and initiatives. It fosters trust, promotes collaboration, and cultivates a sense of unity among all participants.

Total Property Maintenance encompasses numerous components,

with your Account Manager acting as the pivotal element in this system, dedicated to ensuring your complete satisfaction. The Account Manager conducts thorough quality assurance checks, guaranteeing that your property is consistently monitored with care. Should you have any questions or concerns, a single phone call is all that is needed to receive assistance.

WORK ORDER SYSTEM



We emphasize the importance of open and responsive communication among our team, community residents, and board members. Our customized work order system is designed to facilitate effective service delivery while ensuring that feedback and requests from residents and board members are clearly communicated and promptly addressed.

RESIDENT ACCOUNTS

Residents have the ability to create an account and manage their work orders from initiation to completion, depending on various factors.

TRACKABLE RESULTS

Our portal-based work-order system offers residents a streamlined method to report issues requiring attention from Floralawn. This system ensures trackable progress and delivers comprehensive reporting.

COMMUNICATION

Our team members maintain continuous communication through work order status updates and direct messaging.

RESIDENT TRAINING

We conduct regular training sessions for residents on the effective use of the work order system.



“YOUR COMMUNITY’S
WELL-BEING AND SUCCESS
ARE MY TOP PRIORITIES”

MY PROMISE



ROB AVERITT
PRESIDENT

I promise to care for your community with the same dedication and attention I would give to my own home. Every detail, from maintenance to enhancements, will be handled with pride and respect, ensuring your property remains a place of beauty and comfort. Your community's well-being and success are my top priorities, and I am committed to delivering the highest level of service and care every step of the way.



floralawn

P.O. BOX 91597
LAKELAND, FL 33804

863-668-0494
WWW.FLORALAWN.COM

DESIGNED BY: LUXE ART CREATIVE

SECTION 8

HOLIDAY LIGHTING AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into to be effective as of the 23rd day of October 2025 (“**Effective Date**”), by and between:

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Polk County, Florida, and whose mailing address is c/o Governmental Management Services, 219 E. Livingston Street, Orlando, Florida 32801 (“**District**”); and

TPG LIGHTING, LLC, a Florida limited liability company, whose mailing address is P.O. Box 471126, Lake Monroe, Florida 32747 (“**Contractor**”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide for the installation of seasonal landscape lighting and other decorative enhancements (“**Decorations**”); and

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

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

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

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

2. SCOPE OF SERVICES; TERM.

- A.** Contractor will provide the Services, which scope includes the provision of materials and labor, installation services and removal services. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required,

and such staff shall be responsible for coordinating, expediting, and controlling all aspects to ensure completion of the Services.

- B. Contractor shall perform the Services in a neat and workmanlike manner. In the event the District, in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of Services satisfactorily completed.
- C. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities within twenty-four (24) hours.
- D. Installation of the Decorations shall be coordinated with the District Manager and completed no later than **November 26, 2025**, or such other date as may be agreed upon by the parties. The removal of the Decorations shall commence no sooner than **January 2, 2026**, and be completed no later than **January 31, 2026**. This schedule may only be altered in writing by the District in its sole discretion.
- E. This Agreement shall be effective upon execution of this Agreement and shall remain in effect until the work is completed, unless it is terminated earlier in accordance with the terms herein.

3. COMPENSATION. The District agrees to pay the Contractor the unit price amounts set forth in **Exhibit A**, for a total not to exceed amount of **Six Thousand, Seven Hundred Seventy-Eight Dollars and Thirty-Two Cents (\$6,778.32)** for one (1) year of service. All invoices are due and payable in accordance with Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. The District is exempt from sales tax and affirms that it will provide a certificate of exemption to the Contractor.

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

5. INSURANCE.

- A. The Contractor shall, at its own expense, maintain throughout the term of this Agreement the following insurance:

- (1) Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, and supervisors shall be included as additional insureds for all coverages except Workers' Compensation Insurance. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that (i) such insurance shall be considered primary and non-contributory with respect to the additional insureds, and (ii) any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION. Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees,

and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

7. AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

8. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties.

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

10. TERMINATION. The District shall have the right to cancel this Agreement at any time, with or without cause, upon written notice. Contractor shall have the right to cancel this Agreement upon thirty (30) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Upon any termination, the Contractor's sole remedy shall be the recovery of the proportion of its fee hereunder for Services actually rendered, less any offsets that the District may have.

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

12. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notice") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth in this Agreement.

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

14. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Polk County, Florida.

15. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, Florida Statutes. The Contractor acknowledges that the designated public records custodian for the District is **Governmental Management Services – Central Florida, LLC** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, RECORDREQUEST@GMSCFL.COM, OR 219 EAST LIVINGSTON STREET, ORLANDO FLORIDA 32801.

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

Contractor under section 448.095(5)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

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

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

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

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

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

22. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Contractor certifies, by acceptance of the Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, Florida Statutes. Contractor agrees to execute an affidavit in compliance with section 787.06(13), Florida Statutes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day and year first written above.

**WIND MEADOWS SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:
Lori Campagna
D947D880861E4A9...

Chair, Board of Supervisors

TPG LIGHTING, LLC, a Florida limited liability company

Signed by:
Richard Ellis
A7A6E8A8026B4B7...

By: _____

Print: _____ Richard Ellis

Its: _____ Owner

Exhibit A: Services

EXHIBIT A

ESTIMATE	#1893
ESTIMATE DATE	Oct 9, 2025
TOTAL	\$7,252.80

Wind Meadows South CDD
1785 Quiet Quail Blvd
Bartow, FL 33830

(407) 460-4424
ABailey@gmsell.com

We are offering 20% off in exchange for a 3 year agreement!

CONTACT US
P.O. Box 471126
Lake Monroe, FL 32747

(407) 413-0442
tpglighting@gmail.com

ESTIMATE

Materials	Qty	Unit Price	Amount
Greenery/Bows - 9' Section of Warm White Lit Garland [Main Entrance] Wrapping the upper portion of each entrance sign in warm white lit garland.	2.0	\$147.90	\$295.80
Greenery/Bows - Red Outdura Commercial-Grade 3D Bow (12"W x 18"L) [Main Entrance] Centering on each entrance sign garland a red commercial-grade 3d bow.	2.0	\$62.44	\$124.88
Mini/C9 Lights - C9 Temporary String Lighting [Main Entrance] Wrapping each of the blueberry bushes adjoining each side of the entrance signs in warm white c9 string lights. (4 total bushes)	8.0	\$500.00	\$2,000.00
Specialty Lights - 16" Twinkling Animated Warm White Spritzer [Main Entrance] Scattering in each flower bed nine 16" animated twinkling warm white spritzers. (18 total spritzers)	18.0	\$62.68	\$1,128.24
Mini/C9 Lights - C9 Temporary Ground-Level Lighting [Main Entrance] Lining the edge of both flower beds in alternating red and warm white c9 ground level lights.	84.0	\$6.98	\$586.32
Greenery/Bows - 36" Warm White Lit Wreath with Commercial-Grade 3D Bow [Amenity Center] Centering on entryway a 36" warm white lit wreath crowned with a red commercial-grade 3d bow.	1.0	\$252.52	\$252.52
Mini/C9 Lights - C9 Temporary Roofline Lighting [Amenity Center] Lining the entire roofline in warm white c9 lights.	158.0	\$7.98	\$1,260.84
Mini/C9 Lights - 5mm Mini Light Strand (Per Strand) [Amenity Center] Wrapping the two small bushes on both sides of entryway in warm white mini lights.	10.0	\$29.88	\$299.80
Mini/C9 Lights - C9 Temporary Roofline Lighting [Mail Center] Wrapping the entire roofline in warm white c9 lights.	104.0	\$7.98	\$829.92

Materials subtotal: \$6,778.32

**Annual Cost with a 3 Year
Service Agreement:
\$5,802.24 per year**

Subtotal	\$6,778.32
Tax (FL Sales Tax 7%)	\$474.48
Total	\$7,252.80

TPG Lighting, LLC

http://www.tpglighting.com

1 of 2

SECTION 9

SECTION C

Wind Meadows South CDD

Field Management Report



October 28rd, 2025

Allen Bailey – Field Manager

GMS

Completed

Signage

✚ District signage has been straightened in various areas.



Road Repair

✚ Areas of the road needed a cold patch because of potholes.



Completed

Playground



- ✚ The pathway to the playground on Wading Ibis Way had been damaged.
- ✚ The path barrier has been repaired and new mulch laid to cover exposed fabric.

Dog Park Gate



- ✚ The dog park gate was found off its hinges. The gate has been reinstalled.

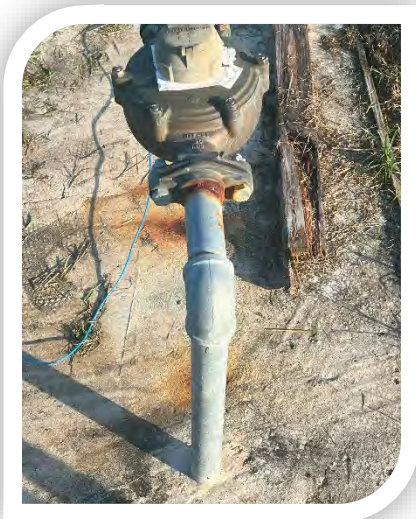
Completed

Men's Restroom



- ✚ One of the men's restroom sinks was not working.
- ✚ The batteries were replaced, and the sink is working properly.

Amenity Mainline



- ✚ The city had a leak on the mainline going into the amenity
- ✚ The repair has been completed, and water is no longer flooding the area.

Review

Landscape



✚ The landscape throughout the district is looking healthy as we move into Fall.



Landscape Cont



Review

Roundabouts Palm



✚ The palm tree in the first roundabout is scheduled this week to be switched out.

Review

Dry Ponds



✚ The dry ponds in the district are percolating well.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-460-4424, or by email at abailey@gmscfl.com. Thank you.

Respectfully,
Allen Bailey

SECTION i



WEBER ENVIRONMENTAL SERVICES

Job Information:		Billing Information:	
Job Name	Wind Meadows	Company Name	Governmental Management Services
Site Address	E F Griffin Rd	Job Name	Wind Meadows
City/State/Zip	Bartow, FL	Customer Contact	Allen Bailey
Enhancement Name	Till & Seed Retention Pond Bottoms # 1 & 2	Phone #	407-460-4424
Work Order Number		Email	abailey@gmscfl.com
Proposed By	Alan Hirschfelder	Billing Address	219 East Livingston Street
Date Proposed	9/15/2025	City/State/Zip	Orlando, FL 32801

SCOPE OF SERVICE:

COST

Till Level the Bottom of (2) Retention Ponds.
Overseed with DOT Grade Millet, Rye, Bahia Mix
\$2,800.00

(See Map Provided)

Total Cost: \$ 2,800.00

Price includes all materials and price to install materials. All plant material has a limited one year warranty. Plant material that dies within one year of planting will be replaced at no cost (1) Time Replacement. Warranty does not cover death of plant material due to lack of water, over watering, vandalism, natural disaster, weather or animal damage. Plant material may be subject to change due to availability of nursery stock.

The Customer Contact hereby authorizes Weber Environmental Services to complete the Scope of Services as described herein and agrees to the attached Terms and Conditions. The price is good for 30 days from the date of this Enhancement Authorization. A service charge shall be added to all balances not paid with 30 days of this Enhancement Authorization, which shall be equal to the lower of 1.5% per month (18% per year) and the highest rate permitted by law. In addition to the service charge, Client shall reimburse Continuum for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by Weber Environmental Services in collecting overdue amounts. 30 Day Price Guarantee.

Authorized Signature

Date

Printed Name

SECTION ii



WEBER ENVIRONMENTAL SERVICES

Job Information:		Billing Information:	
Job Name	Wind Meadows	Company Name	Governmental Management Services
Site Address	E F Griffin Rd	Job Name	Wind Meadows
City/State/Zip	Bartow, Fl.	Customer Contact	Allen Bailey
Enhancement Name	Till Retention Pond Bottoms	Phone #	407-460-4424
Work Order Number		Email	abailey@gmscfi.com
Proposed By	Alan Hirschfelder	Billing Address	219 East Livingston Street
Date Proposed	9/15/2025	City/State/Zip	Orlando, Fl. 32801

SCOPE OF SERVICE:

COST

Till Level the Bottom of (8) Retention Ponds.
\$6,500.00 per occurrence

(See Map Provided)

Total Cost: \$ 6,500.00

Price includes all materials and price to install materials. All plant material has a limited one year warranty. Plant material that dies within one year of planting will be replaced at no cost (1) Time Replacement. Warranty does not cover death of plant material due to lack of water, over watering, vandalism, natural disaster, weather or animal damage. Plant material may be subject to change due to availability of nursery stock.

The Customer Contact hereby authorizes Weber Environmental Services to complete the Scope of Services as described herein and agrees to the attached Terms and Conditions. The price is good for 30 days from the date of this Enhancement Authorization. A service charge shall be added to all balances not paid with 30 days of this Enhancement Authorization, which shall be equal to the lower of 1.5% per month (18% per year) and the highest rate permitted by law. In addition to the service charge, Client shall reimburse Continuum for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by Weber Environmental Services in collecting overdue amounts. 30 Day Price Guarantee.

Authorized Signature

Date

Printed Name

SECTION D

SECTION i

Wind Meadows South Community Development District

Summary of Invoices

September 11, 2025 to October 15, 2025

Fund	Date	Check No.'s	Amount
General Fund	9/18/25	484-487	\$ 34,919.93
	9/23/25	488-489	\$ 14,108.12
	9/25/25	490	\$ 1,618.70
	10/2/25	491-493	\$ 13,373.68
	10/9/25	494-497	\$ 6,954.50
	10/15/25	498-505	\$ 49,473.76
			<u>\$ 120,448.69</u>
Total			\$ 120,448.69

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
9/18/25	00027	8/27/25 15831	202508 330-57200-48200	JANITORIAL SVCS AUG 25	*	1,080.00	
				CSS CLEAN STAR SERVICES OF CFL			1,080.00 000484
9/18/25	00006	9/17/25 29491	202509 300-15500-10000	FY26 PROPERTY INSURANCE	*	25,556.00	
				EGIS INSURANCE & RISK ADVISORS			25,556.00 000485
9/18/25	00001	6/01/25 112	202506 320-53800-34000	FIELD MANAGEMENT JUNE 25	*	1,378.17	
		9/01/25 120	202509 320-53800-34000	FIELD MANAGEMENT SEPT 25	*	1,378.17	
		9/01/25 121	202509 310-51300-34000	MANAGEMENT FEES SEPT 25	*	3,541.67	
		9/01/25 121	202509 310-51300-35200	WEBSIE ADMIN SEPT 25	*	105.00	
		9/01/25 121	202509 310-51300-35100	INFORMATION TECH SEPT 25	*	157.50	
		9/01/25 121	202509 310-51300-31300	DISSEMINATION SVC SEPT 25	*	525.00	
		9/01/25 121	202509 330-57200-48300	AMENITY ACCESS SEPT 25	*	1,041.67	
		9/01/25 121	202509 310-51300-51000	OFFICE SUPPLIES	*	1.05	
		9/01/25 121	202509 310-51300-42000	POSTAGE	*	25.90	
		9/01/25 121	202509 310-51300-42500	COPIES	*	4.80	
				GOVERNMENTAL MANAGEMENT SERVICES-CF			8,158.93 000486
9/18/25	00010	9/16/25 22515	202508 310-51300-31100	ENGINEER SVCS AUG 25	*	125.00	
				HUNTER ENGINEERING, INC.			125.00 000487
9/23/25	99999	9/23/25 VOID	202509 000-00000-00000	VOID CHECK	C	.00	
				*****INVALID VENDOR NUMBER*****			.00 000488
9/23/25	00023	8/06/25 3645318-	202508 320-53800-43000	1600 QUIET QUAIL BL# ENTR	*	22.62	
		8/06/25 3654807-	202408 330-57200-43000	1785 QUIET QUAIL BL #REC	*	988.10	
		8/06/25 3681815-	202508 320-53800-43100	1785 QUIET Q REC	*	2,273.59	
		8/06/25 3681815-	202508 320-53800-43100	QUIET QUAIL BL R	*	704.53	

WINM WIND MEADOWS CWRIGHT

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		8/06/25	3681815-	202508 320-53800-43100		*	1,231.34		
			DIVING DOVE LN						
		8/06/25	3681815-	202508 320-53800-43100		*	704.53		
			RED EGRET DR						
		8/06/25	3681815-	202508 320-53800-43100		*	755.54		
			FLYING BLACKBIRD						
		8/06/25	3681815-	202508 320-53800-43100		*	329.93		
			QUIET QUAIL BL E						
		9/06/25	3645318-	202509 320-53800-43000		*	23.45		
			1600 QUIET QUAIL BL #ENTR						
		9/06/25	3654807-	202509 330-57200-43000		*	1,069.36		
			1785 QUIET QUAIL BL # REC						
		9/06/25	3681815-	202509 320-53800-43100		*	2,275.46		
			1785 QUIET Q REC						
		9/06/25	3681815-	202509 320-53800-43100		*	705.17		
			QUIET QUAIL BL R						
		9/06/25	3681815-	202509 320-53800-43100		*	1,232.36		
			DIVING DOVE LN						
		9/06/25	3681815-	202509 320-53800-43100		*	705.17		
			RED EGRET DR						
		9/06/25	3681815-	202509 320-53800-43100		*	756.27		
			FLYING BLACKBIRD						
		9/06/25	3681815-	202509 320-53800-43100		*	330.70		
			QUIET QUAIL BL E						
					LAKELAND ELECTRIC			14,108.12	000489
9/25/25 00005		9/11/25	13191	202508 310-51300-31500		*	1,618.70		
			GENERAL COUNSEL AUG 25						
					KILINSKI VAN WYK PLLC			1,618.70	000490
10/02/25 00027		9/23/25	16073	202509 330-57200-48200		*	1,050.00		
			CLEANING SEPT 25						
					CSS CLEAN STAR SERVICES OF CFL			1,050.00	000491
10/02/25 00042		9/16/25	23	202509 330-57200-48000		*	412.57		
			REP POTHOLE/INSTALL SIGN						
		9/16/25	24	202509 330-57200-48000		*	791.36		
			PAINT/REMOVAL OF TAPE						
					GOVERNMENTAL MANAGEMENT SERVICES-TA			1,203.93	000492
10/02/25 00028		9/01/25	19935	202509 320-53800-46200		*	11,119.75		
			LANDSCAPE MAINT SEPT 25						
					PRINCE & SONS, INC.			11,119.75	000493
10/09/25 00016		9/29/25	20372	202509 320-53800-47000		*	225.00		
			LAKE MAINTENANCE SEPT 25						
					AQUATIC WEED MANAGEMENT, INC.			225.00	000494
					WINM WIND MEADOWS CWRIGHT				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
10/09/25	00038	9/30/25 00073529 NOT MTG DATES 9/4/25	202509 310-51300-48000	GANNETT MEDIA CORP	*	366.04	366.04 000495
10/09/25	00001	9/15/25 122 ASSESSMENT ROLL FY26	202510 310-51300-31700	GOVERNMENTAL MANAGEMENT SERVICES-CF	*	6,180.00	6,180.00 000496
10/09/25	00028	9/29/25 20205 REPLACE NOZZLES	202509 320-53800-47300	PRINCE & SONS, INC.	*	183.46	183.46 000497
10/15/25	00032	9/18/25 44992* PEST CONTROL SEPT 25	202509 330-57200-48100	ALL AMERICAN LAWN & TREE SPECIALIST	*	120.00	240.00 000498
		10/06/25 45690 PEST CONTROL OCT 25	202510 330-57200-48100		*	120.00	
10/15/25	00008	10/01/25 93537 SPECIAL DISTRICT FEE FY26	202510 310-51300-54000	FLORIDA DEPARTMENT OF COMMERCE	*	175.00	175.00 000499
10/15/25	00001	10/01/25 123 MANAGEMENT FEES OCT 25	202510 310-51300-34000		*	3,750.00	
		10/01/25 123 WEBSITE ADMIN OCT 25	202510 310-51300-35200		*	108.17	
		10/01/25 123 INFORAMTION TECH OCT 25	202510 310-51300-35100		*	162.25	
		10/01/25 123 DISSEMINATION SVC OCT 25	202510 310-51300-31300		*	540.75	
		10/01/25 123 AMENITY ACCESS OCT 25	202510 330-57200-48300		*	1,041.67	
		10/01/25 123 OFFICE SUPPLIES	202510 310-51300-51000		*	.60	
		10/01/25 123 POSTAGE	202510 310-51300-42000		*	14.80	
		10/01/25 123 MEETING ROOM 9/25/25	202510 310-51300-49000		*	75.00	
		10/01/25 124 FIELD MANAGEMENT OCT 25	202510 320-53800-34000		*	1,419.50	
				GOVERNMENTAL MANAGEMENT SERVICES-CF			7,112.74 000500
10/15/25	00005	10/06/25 13413 GENERAL COUNSEL SEPT 25	202509 310-51300-31500	KILINSKI VAN WYK PLLC	*	874.00	874.00 000501

WINM WIND MEADOWS CWRIGHT

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
10/15/25	00014	10/13/25 4652325	202510 300-20700-10200		*	11,207.24	
		DEBT 1% ADMIN FEE					
		10/13/25 4652326	202510 300-32500-10000		*	8,583.80	
		MAINT 1% ADMIN FEE					
			POLK COUNTY PROP				19,791.04 000502
10/15/25	00028	10/01/25 20328	202510 320-53800-46200		*	11,119.75	
		LANDSCAPE MAINT OCT 25					
			PRINCE & SONS, INC.				11,119.75 000503
10/15/25	00021	9/30/25 29152	202509 330-57200-48000		*	1,200.00	
		REPAIR PRECOAT LINE					
		10/01/25 29120	202510 330-57200-48500		*	3,150.00	
		POOL MAINT OCT 25					
			RESORT POOL SERVICES				4,350.00 000504
10/15/25	00035	8/31/25 12282797	202508 330-57200-34500		*	2,963.58	
		SECURITY AUG 25					
		9/30/25 12314775	202509 330-57200-34500		*	2,847.65	
		SECURITY SEPT 25					
			SECURITAS SECURITY SERVICES USA, INC				5,811.23 000505
TOTAL FOR BANK A						120,448.69	
TOTAL FOR REGISTER						120,448.69	

SECTION ii

Wind Meadows South
Community Development District

Unaudited Financial Reporting
September 30, 2025



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Debt Service Series 2021</u>
5	<u>Debt Service Series 2023</u>
6	<u>Construction Fund Series 2023</u>
7	<u>Capital Reserve Fund</u>
8-9	<u>Month to Month</u>
10	<u>Assessment Receipt Schedule</u>
11	<u>Long Term Debt Schedule</u>

Wind Meadows South
Community Development District
Combined Balance Sheet
September 30, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Operating Account	\$ 125,599	\$ -	\$ -	\$ 125,599
State Board Administration	\$ 106,533	\$ -	\$ -	\$ 106,533
Bank United Capital Reserve	\$ -	\$ -	\$ 150,991	\$ 150,991
Prepaid Expenses	\$ 28,039	\$ -	\$ -	\$ 28,039
Due From General Fund	\$ -	\$ 13	\$ -	\$ 13
Investments:				
<u>Series 2021</u>				
Reserve	\$ -	\$ 259,211	\$ -	\$ 259,211
Revenue	\$ -	\$ 236,429	\$ -	\$ 236,429
Prepayment	\$ -	\$ 927	\$ -	\$ 927
<u>Series 2023</u>				
Reserve	\$ -	\$ 261,763	\$ -	\$ 261,763
Revenue	\$ -	\$ 274,320	\$ -	\$ 274,320
Total Assets	\$ 260,170	\$ 1,032,664	\$ 150,991	\$ 1,443,825
Liabilities:				
Accounts Payable	\$ 25,393	\$ -	\$ -	\$ 25,393
Due To Debt Service	\$ 13	\$ -	\$ -	\$ 13
Total Liabilities	\$ 25,407	\$ -	\$ -	\$ 25,407
Fund Balances:				
Nonspendable:				
Prepaid Items	\$ 28,039	\$ -	\$ -	\$ 28,039
Restricted for:				
Debt Service - Series 2021	\$ -	\$ 496,577	\$ -	\$ 496,577
Debt Service - Series 2023	\$ -	\$ 536,087	\$ -	\$ 536,087
Assigned for:				
Capital Reserves	\$ -	\$ -	\$ 150,991	\$ 150,991
Unassigned	\$ 206,725	\$ -	\$ -	\$ 206,725
Total Fund Balances	\$ 234,764	\$ 1,032,664	\$ 150,991	\$ 1,418,418
Total Liabilities & Fund Balance	\$ 260,170	\$ 1,032,664	\$ 150,991	\$ 1,443,825

Wind Meadows South

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues				
Assessments - Tax Roll	\$ 647,868	\$ 647,868	\$ 650,242	\$ 2,374
Assessments - Direct	\$ 216,301	\$ 216,301	\$ 164,579	\$ (51,722)
Assessments - Lot Closing	\$ -	\$ -	\$ 51,755	\$ 51,755
Miscellaneous Income	\$ -	\$ -	\$ 5,150	\$ 5,150
Interest	\$ -	\$ -	\$ 6,533	\$ 6,533
Total Revenues	\$ 864,170	\$ 864,170	\$ 878,259	\$ 14,090

Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 12,000	\$ 3,400	\$ 8,600
FICA Expense	\$ -	\$ -	\$ 260	\$ (260)
Engineering	\$ 18,000	\$ 18,000	\$ 3,000	\$ 15,000
Attorney	\$ 25,000	\$ 25,000	\$ 17,660	\$ 7,340
Annual Audit	\$ 5,000	\$ 5,000	\$ 3,200	\$ 1,800
Assessment Administration	\$ 6,000	\$ 6,000	\$ 6,000	\$ -
Arbitrage	\$ 900	\$ 900	\$ 900	\$ -
Dissemination	\$ 6,300	\$ 6,300	\$ 7,900	\$ (1,600)
Trustee Fees	\$ 8,082	\$ 8,082	\$ 8,297	\$ (215)
Management Fees	\$ 42,500	\$ 42,500	\$ 42,500	\$ -
Information Technology	\$ 1,890	\$ 1,890	\$ 1,890	\$ -
Website Maintenance	\$ 1,260	\$ 1,260	\$ 1,260	\$ -
Postage & Delivery	\$ 1,000	\$ 1,000	\$ 1,474	\$ (474)
Insurance	\$ 7,200	\$ 7,200	\$ 5,952	\$ 1,248
Printing & Binding	\$ 500	\$ 500	\$ 15	\$ 485
Legal Advertising	\$ 7,500	\$ 7,500	\$ 2,067	\$ 5,433
Contingency	\$ 1,000	\$ 1,000	\$ 838	\$ 162
Property Taxes	\$ -	\$ -	\$ 27	\$ (27)
Office Supplies	\$ 625	\$ 625	\$ 27	\$ 598
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 144,932	\$ 144,932	\$ 106,842	\$ 38,090

Wind Meadows South

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Operations and Maintenance Expenditures</u>				
<u>Field Operations</u>				
Property Insurance	\$ 20,000	\$ 20,000	\$ 19,422	\$ 578
Field Management	\$ 16,538	\$ 16,538	\$ 16,538	\$ (1)
Landscape Maintenance	\$ 145,000	\$ 145,000	\$ 137,562	\$ 7,438
Landscape Replacement	\$ 50,000	\$ 50,000	\$ 48,619	\$ 1,381
Lake Maintenance	\$ 3,500	\$ 3,500	\$ 2,250	\$ 1,250
Streetlights	\$ 60,000	\$ 60,000	\$ 68,031	\$ (8,031)
Electric - Field	\$ 5,500	\$ 5,500	\$ 1,167	\$ 4,333
Water & Sewer - Field	\$ 57,500	\$ 57,500	\$ 58,527	\$ (1,027)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 2,500	\$ -	\$ 2,500
Irrigation Repairs	\$ 8,000	\$ 8,000	\$ 2,037	\$ 5,963
General Repairs & Maintenance	\$ 15,000	\$ 15,000	\$ 16,675	\$ (1,675)
Field Contingency	\$ 10,000	\$ 10,000	\$ 17,500	\$ (7,500)
Subtotal Field Expenditures	\$ 393,538	\$ 393,538	\$ 388,327	\$ 5,210
<u>Amenity Expenditures</u>				
Amenity - Electric	\$ 30,000	\$ 30,000	\$ 10,393	\$ 19,607
Amenity - Water	\$ 15,000	\$ 15,000	\$ 2,839	\$ 12,161
Internet	\$ 5,000	\$ 5,000	\$ 780	\$ 4,220
Pest Control	\$ 3,200	\$ 3,200	\$ 1,917	\$ 1,283
Janitorial Service	\$ 15,000	\$ 15,000	\$ 12,675	\$ 2,325
Security Services	\$ 35,000	\$ 35,000	\$ 35,440	\$ (440)
Pool Maintenance	\$ 30,000	\$ 30,000	\$ 36,945	\$ (6,945)
Pool Permit	\$ -	\$ -	\$ 280	\$ (280)
Amenity Repairs & Maintenance	\$ 20,000	\$ 20,000	\$ 5,733	\$ 14,267
Amenity Access Management	\$ 12,500	\$ 12,500	\$ 15,690	\$ (3,190)
Contingency	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
Subtotal Amenity Expenditures	\$ 175,700	\$ 175,700	\$ 122,692	\$ 53,008
Total Operations and Maintenance:	\$ 569,238	\$ 569,238	\$ 511,019	\$ 58,218
<u>Other Expenditures</u>				
Capital Reserve - Transfer Out	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Total Other Expenditures	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Total Expenditures	\$ 864,170	\$ 864,170	\$ 767,862	\$ 96,308
Excess Revenues (Expenditures)	\$ -	\$ -	\$ 110,397	
Fund Balance - Beginning	\$ -	\$ -	\$ 124,366	
Fund Balance - Ending	\$ -	\$ -	\$ 234,764	

Wind Meadows South

Community Development District

Debt Service Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 520,000	\$ 520,000	\$ 521,824	\$ 1,824
Assessments - Prepayments	\$ -	\$ -	\$ 21,034	\$ 21,034
Interest	\$ 8,000	\$ 8,000	\$ 21,868	\$ 13,868
Total Revenues	\$ 528,000	\$ 528,000	\$ 564,726	\$ 36,726
Expenditures:				
Interest - 11/1	\$ 160,751	\$ 160,751	\$ 160,751	\$ -
Principal - 5/1	\$ 200,000	\$ 200,000	\$ 200,000	\$ -
Interest - 5/1	\$ 160,751	\$ 160,751	\$ 160,751	\$ -
Special Call - 5/1	\$ -	\$ -	\$ 25,000	\$ -
Total Expenditures	\$ 521,503	\$ 521,503	\$ 546,503	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 6,498	\$ 6,498	\$ 18,224	\$ 36,726
Fund Balance - Beginning	\$ 216,043		\$ 478,353	
Fund Balance - Ending	\$ 222,540		\$ 496,577	

Wind Meadows South

Community Development District

Debt Service Fund Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 262,388	\$ 262,388	\$ 263,309	\$ 922
Assessments - Direct Bill	\$ 261,138	\$ 261,138	\$ 261,137	\$ (0)
Interest	\$ 15,972	\$ 15,972	\$ 27,674	\$ 11,703
Total Revenues	\$ 539,497	\$ 539,497	\$ 552,121	\$ 12,624
Expenditures:				
Interest - 11/1	\$ 204,363	\$ 204,363	\$ 204,363	\$ -
Principal - 5/1	\$ 115,000	\$ 115,000	\$ 115,000	\$ -
Interest - 5/1	\$ 204,363	\$ 204,363	\$ 204,363	\$ -
Total Expenditures	\$ 523,725	\$ 523,725	\$ 523,725	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 15,772	\$ 15,772	\$ 28,396	\$ 12,624
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (261,763)	\$ (261,763)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (261,763)	\$ (261,763)
Net Change in Fund Balance	\$ 15,772		\$ (233,367)	
Fund Balance - Beginning	\$ 508,536		\$ 769,454	
Fund Balance - Ending	\$ 524,308		\$ 536,087	

Wind Meadows South

Community Development District

Capital Projects Fund Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues				
Developer Contributions	\$ -	\$ -	\$ 34,669	\$ 34,669
Interest	\$ -	\$ -	\$ 119	\$ 119
Total Revenues	\$ -	\$ -	\$ 34,788	\$ 34,788
Expenditures:				
Capital Outlay - Construction	\$ -	\$ -	\$ 266,303	\$ (266,303)
Total Expenditures	\$ -	\$ -	\$ 266,303	\$ (266,303)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (231,515)	\$ 301,091
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 261,763	\$ 261,763
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 261,763	\$ 261,763
Net Change in Fund Balance	\$ -		\$ 30,247	
Fund Balance - Beginning	\$ -		\$ (30,247)	
Fund Balance - Ending	\$ -		\$ -	

Wind Meadows South

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues				
Interest	\$ -	\$ -	\$ 991	\$ 991
Total Revenues	\$ -	\$ -	\$ 991	\$ 991
Expenditures:				
Capital Outlay	\$ 1,000	\$ 1,000	\$ -	\$ 1,000
Total Expenditures	\$ 1,000	\$ 1,000	\$ -	\$ 1,000
Excess (Deficiency) of Revenues over Expenditures	\$ (1,000)	\$ (1,000)	\$ 991	\$ (9)
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Total Other Financing Sources (Uses)	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Net Change in Fund Balance	\$ 149,000		\$ 150,991	
Fund Balance - Beginning	\$ 10,000		\$ -	
Fund Balance - Ending	\$ 159,000		\$ 150,991	

Wind Meadows South
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Assessments - On Roll	\$ -	\$ 16,754	\$ 610,825	\$ 4,501	\$ 7,401	\$ 4,319	\$ 3,027	\$ 1,124	\$ 2,280	\$ -	\$ -	\$ 11	\$ 650,242
Assessments - Direct	\$ 164,579	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 164,579
Assessments - Lot Closing	\$ -	\$ -	\$ 51,755	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,755
Miscellaneous Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30	\$ 60	\$ -	\$ -	\$ 30	\$ 5,030	\$ 5,150
Interst	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173	\$ 1,291	\$ 1,338	\$ 1,296	\$ 1,195	\$ 714	\$ 527	\$ 6,533
Total Revenues	\$ 164,579	\$ 16,754	\$ 662,580	\$ 4,501	\$ 7,401	\$ 4,492	\$ 4,347	\$ 2,521	\$ 3,575	\$ 1,195	\$ 744	\$ 5,568	\$ 878,259
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ 600	\$ 600	\$ 600	\$ 600	\$ -	\$ 600	\$ 3,400
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31	\$ 46	\$ 46	\$ 46	\$ 46	\$ -	\$ 46	\$ 260
Engineering	\$ -	\$ 125	\$ 500	\$ -	\$ 375	\$ 1,375	\$ 375	\$ (125)	\$ -	\$ 250	\$ 125	\$ -	\$ 3,000
Attorney	\$ 714	\$ 1,311	\$ 892	\$ 2,540	\$ 2,326	\$ 1,868	\$ 1,725	\$ 1,560	\$ 487	\$ 1,745	\$ 1,619	\$ 874	\$ 17,660
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,200	\$ -	\$ -	\$ 3,200
Assessment Administration	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000
Arbitrage	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ 900
Dissemination	\$ 2,025	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 625	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 7,900
Trustee Fees	\$ 2,483	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,773	\$ -	\$ -	\$ -	\$ -	\$ 8,297
Management Fees	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 42,500
Information Technology	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 1,890
Website Maintenance	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 1,260
Postage & Delivery	\$ 84	\$ 86	\$ 122	\$ 238	\$ 130	\$ 255	\$ 44	\$ 62	\$ 67	\$ 296	\$ 66	\$ 26	\$ 1,474
Insurance	\$ 5,952	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,952
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6	\$ -	\$ 4	\$ -	\$ -	\$ -	\$ 5	\$ 15
Legal Advertising	\$ -	\$ -	\$ -	\$ 651	\$ 350	\$ -	\$ -	\$ -	\$ -	\$ 700	\$ -	\$ 366	\$ 2,067
Contingency	\$ 41	\$ 41	\$ 76	\$ 41	\$ 49	\$ 49	\$ 129	\$ 134	\$ 49	\$ 230	\$ -	\$ -	\$ 838
Property Taxes	\$ 27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27
Office Supplies	\$ 3	\$ 1	\$ 3	\$ 0	\$ 3	\$ 3	\$ 3	\$ 4	\$ 4	\$ 1	\$ 2	\$ 1	\$ 27
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 21,308	\$ 10,383	\$ 5,921	\$ 7,799	\$ 7,561	\$ 8,315	\$ 7,351	\$ 8,837	\$ 5,581	\$ 11,397	\$ 6,141	\$ 6,247	\$ 106,842

Wind Meadows South
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Operations and Maintenance Expenses													
<i>Field Operations</i>													
Property Insurance	\$ 19,422	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,422
Field Management	\$ 1,378	\$ 1,378	\$ 1,378	\$ 1,378	\$ 1,378	\$ 1,378	\$ 1,378	\$ 1,378	\$ 1,378	\$ 1,378	\$ 1,378	\$ 1,378	\$ 16,538
Landscape Maintenance	\$ 15,020	\$ 11,120	\$ 11,345	\$ 11,120	\$ 11,120	\$ 11,120	\$ 11,120	\$ 11,120	\$ 11,120	\$ 11,120	\$ 11,120	\$ 11,120	\$ 137,562
Landscape Replacement	\$ -	\$ 6,999	\$ 2,824	\$ 13,764	\$ 14,547	\$ -	\$ -	\$ 310	\$ -	\$ 10,175	\$ -	\$ -	\$ 48,619
Lake Maintenance	\$ 225	\$ 225	\$ -	\$ 225	\$ 225	\$ 225	\$ 225	\$ 225	\$ 225	\$ 225	\$ -	\$ 225	\$ 2,250
Streetlights	\$ 7,286	\$ 6,744	\$ 5,999	\$ 5,999	\$ 5,999	\$ 5,999	\$ 5,999	\$ 5,999	\$ 5,999	\$ 5,999	\$ 6,005	\$ -	\$ 68,031
Electric - Field	\$ 22	\$ 22	\$ 22	\$ 23	\$ 23	\$ 23	\$ 23	\$ 23	\$ 23	\$ 941	\$ -	\$ 23	\$ 1,167
Water & Sewer - Field	\$ 1,272	\$ 1,357	\$ 1,729	\$ 4,343	\$ 5,735	\$ 13,999	\$ 5,797	\$ 10,022	\$ 4,110	\$ 3,303	\$ 3,074	\$ 3,787	\$ 58,527
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ 147	\$ 112	\$ 813	\$ 221	\$ -	\$ -	\$ 83	\$ 168	\$ 310	\$ 183	\$ 2,037
General Repairs & Maintenance	\$ 400	\$ 1,166	\$ -	\$ 3,697	\$ 880	\$ 1,543	\$ 367	\$ 6,146	\$ -	\$ 2,475	\$ -	\$ -	\$ 16,675
Field Contingency	\$ -	\$ -	\$ 17,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,500
Total Field Expenses	\$ 45,025	\$ 29,011	\$ 40,944	\$ 40,661	\$ 40,720	\$ 34,508	\$ 24,909	\$ 35,223	\$ 23,855	\$ 34,844	\$ 21,909	\$ 16,717	\$ 388,327
Amenity Expenditures													
Amenity - Electric	\$ 1,125	\$ 1,069	\$ 1,116	\$ 1,119	\$ 1,011	\$ 975	\$ 968	\$ 953	\$ -	\$ -	\$ 988	\$ 1,069	\$ 10,393
Amenity - Water	\$ 136	\$ 156	\$ 225	\$ 260	\$ 269	\$ 251	\$ 226	\$ 294	\$ 263	\$ 282	\$ 226	\$ 251	\$ 2,839
Internet	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 780
Pest Control	\$ 120	\$ 235	\$ 120	\$ 120	\$ -	\$ 240	\$ 120	\$ 247	\$ 120	\$ 120	\$ 235	\$ 240	\$ 1,917
Janitorial Service	\$ 1,020	\$ 1,010	\$ 1,020	\$ 1,020	\$ 1,020	\$ 1,070	\$ 1,110	\$ 1,135	\$ 1,060	\$ 1,080	\$ 1,080	\$ 1,050	\$ 12,675
Security Services	\$ 2,036	\$ 2,703	\$ 2,732	\$ 2,485	\$ 2,500	\$ 5,012	\$ 2,705	\$ 3,748	\$ 2,724	\$ 2,984	\$ 2,964	\$ 2,848	\$ 35,440
Pool Maintenance	\$ 2,950	\$ 2,995	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 6,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 36,945
Pool Permit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280	\$ -	\$ -	\$ -	\$ -	\$ 280
Amenity Repairs & Maintenance	\$ -	\$ 195	\$ -	\$ 714	\$ 962	\$ 1,187	\$ -	\$ 220	\$ 50	\$ -	\$ -	\$ 2,404	\$ 5,733
Amenity Access Management	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ 4,232	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ 15,690
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Amenity Expenses	\$ 8,494	\$ 9,469	\$ 8,820	\$ 9,326	\$ 9,369	\$ 12,342	\$ 12,236	\$ 14,173	\$ 8,324	\$ 8,573	\$ 9,599	\$ 11,968	\$ 122,692
Total Operations and Maintenance:	\$ 53,519	\$ 38,480	\$ 49,764	\$ 49,987	\$ 50,088	\$ 46,850	\$ 37,145	\$ 49,396	\$ 32,180	\$ 43,417	\$ 31,508	\$ 28,685	\$ 511,019
Other Expenditures													
Capital Reserves - Transfer	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Total Other Expenditures	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Total Expenditures	\$ (75,173)	\$ 48,863	\$ 55,685	\$ 57,786	\$ 57,650	\$ 55,166	\$ 44,496	\$ 58,233	\$ 37,761	\$ 54,814	\$ 37,649	\$ 34,932	\$ 767,862
Excess Revenues (Expenditures)	\$ 239,752	\$ (32,109)	\$ 606,895	\$ (53,285)	\$ (50,248)	\$ (50,673)	\$ (40,149)	\$ (55,712)	\$ (34,186)	\$ (53,619)	\$ (36,905)	\$ (29,364)	\$ 110,397

Wind Meadows South
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2025

ON ROLL ASSESSMENTS

Gross Assessments	\$	696,738.00	\$	559,137.28	\$	282,137.10	\$	1,538,012.38
Net Assessments	\$	647,966.34	\$	519,997.67	\$	262,387.50	\$	1,430,351.51

									45%	36%	18%	100%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Property Appraiser	Net Receipts	General Fund	2021 Debt Service	2023 Debt Service	Total	
11/15/24	10/01-10/31/24	\$ 4,031.67	\$ (161.29)	\$ (77.41)	\$ -	\$ -	\$ 3,792.97	\$ 1,718.26	\$ 1,378.92	\$ 695.79	\$ 3,792.97	
11/15/24	10/01-10/31/24	\$ 3,339.00	\$ (133.56)	\$ (64.11)	\$ -	\$ -	\$ 3,141.33	\$ 1,423.06	\$ 1,142.02	\$ 576.25	\$ 3,141.33	
11/19/24	11/01-11/07/24	\$ 6,719.83	\$ (268.78)	\$ (129.02)	\$ -	\$ -	\$ 6,322.03	\$ 2,863.96	\$ 2,298.34	\$ 1,159.73	\$ 6,322.03	
11/19/24	11/01-11/07/24	\$ 5,565.00	\$ (222.59)	\$ (106.85)	\$ -	\$ -	\$ 5,235.56	\$ 2,371.77	\$ 1,903.36	\$ 960.43	\$ 5,235.56	
11/26/24	11/08-11/15/24	\$ 10,752.07	\$ (430.07)	\$ (206.44)	\$ -	\$ -	\$ 10,115.56	\$ 4,582.46	\$ 3,677.47	\$ 1,855.63	\$ 10,115.56	
11/26/24	11/08-11/15/24	\$ 8,904.00	\$ (356.18)	\$ (170.96)	\$ -	\$ -	\$ 8,376.86	\$ 3,794.82	\$ 3,045.37	\$ 1,536.67	\$ 8,376.86	
12/06/24	11/16-11/26/24	\$ 208,266.28	\$ (8,331.92)	\$ (3,998.69)	\$ -	\$ -	\$ 195,935.67	\$ 88,761.20	\$ 71,231.51	\$ 35,942.96	\$ 195,935.67	
12/06/24	11/16-11/26/24	\$ 172,515.00	\$ (6,900.61)	\$ (3,312.29)	\$ -	\$ -	\$ 162,302.10	\$ 73,524.79	\$ 59,004.18	\$ 29,773.13	\$ 162,302.10	
12/19/24	11/27-11/30/24	\$ 469,686.00	\$ (18,787.62)	\$ (9,017.97)	\$ -	\$ -	\$ 441,880.41	\$ 200,177.11	\$ 160,643.58	\$ 81,059.72	\$ 441,880.41	
12/19/24	11/27-11/30/24	\$ 567,156.73	\$ (22,687.08)	\$ (10,889.39)	\$ -	\$ -	\$ 533,580.26	\$ 241,718.24	\$ 193,980.63	\$ 97,881.39	\$ 533,580.26	
12/26/24	12/01-12/15/24	\$ 17,467.91	\$ (698.81)	\$ (335.38)	\$ -	\$ -	\$ 16,433.72	\$ 7,444.67	\$ 5,974.40	\$ 3,014.65	\$ 16,433.72	
12/26/24	12/01-12/15/24	\$ 14,469.00	\$ (578.76)	\$ (277.80)	\$ -	\$ -	\$ 13,612.44	\$ 6,166.60	\$ 4,948.74	\$ 2,497.10	\$ 13,612.44	
1/13/25	12/16-12/31/24	\$ 4,726.38	\$ (133.57)	\$ (91.86)	\$ -	\$ -	\$ 4,500.95	\$ 2,038.98	\$ 1,636.30	\$ 825.67	\$ 4,500.95	
1/13/25	12/16-12/31/24	\$ 5,707.11	\$ (161.28)	\$ (110.92)	\$ -	\$ -	\$ 5,434.91	\$ 2,462.08	\$ 1,975.84	\$ 996.99	\$ 5,434.91	
10/15/24	1% Admin Fee	\$ -	\$ -	\$ -	\$ -	\$ (15,380.12)	\$ (15,380.12)	\$ (6,967.38)	\$ (5,591.37)	\$ (2,821.37)	\$ (15,380.12)	
2/3/25	10/1-12/31/24	\$ -	\$ -	\$ -	\$ 1,192.42	\$ -	\$ 1,192.42	\$ 540.18	\$ 433.50	\$ 218.74	\$ 1,192.42	
2/3/25	10/1-12/31/24	\$ -	\$ -	\$ -	\$ 987.56	\$ -	\$ 987.56	\$ 447.38	\$ 359.02	\$ 181.16	\$ 987.56	
2/10/25	1/1-1/31/25	\$ 8,063.91	\$ (161.23)	\$ (158.05)	\$ -	\$ -	\$ 7,744.63	\$ 3,508.41	\$ 2,815.52	\$ 1,420.70	\$ 7,744.63	
2/10/25	1/1-1/31/25	\$ 6,678.00	\$ (133.55)	\$ (130.89)	\$ -	\$ -	\$ 6,413.56	\$ 2,905.42	\$ 2,331.62	\$ 1,176.52	\$ 6,413.56	
3/7/25	2/1-2/28/25	\$ 4,452.00	\$ (44.52)	\$ (88.15)	\$ -	\$ -	\$ 4,319.33	\$ 1,956.71	\$ 1,570.27	\$ 792.35	\$ 4,319.33	
3/7/25	2/1-2/28/25	\$ 5,375.75	\$ (53.75)	\$ (106.44)	\$ -	\$ -	\$ 5,215.56	\$ 2,362.71	\$ 1,896.09	\$ 956.76	\$ 5,215.56	
4/11/25	3/1-3/31/25	\$ 3,064.62	\$ -	\$ (61.29)	\$ -	\$ -	\$ 3,003.33	\$ 1,360.54	\$ 1,091.85	\$ 550.94	\$ 3,003.33	
4/11/25	3/1-3/31/25	\$ 3,700.88	\$ -	\$ (74.02)	\$ -	\$ -	\$ 3,626.86	\$ 1,643.01	\$ 1,318.53	\$ 665.32	\$ 3,626.86	
4/30/25	1/1-3/31/25	\$ -	\$ -	\$ -	\$ 27.87	\$ -	\$ 27.87	\$ 12.63	\$ 10.13	\$ 5.11	\$ 27.87	
4/30/25	1/1-3/31/25	\$ -	\$ -	\$ -	\$ 23.08	\$ -	\$ 23.08	\$ 10.46	\$ 8.39	\$ 4.23	\$ 23.08	
5/9/25	4/1-4/30/25	\$ 1,146.39	\$ -	\$ (22.93)	\$ -	\$ -	\$ 1,123.46	\$ 508.94	\$ 408.43	\$ 206.09	\$ 1,123.46	
5/9/25	4/1-4/30/25	\$ 1,384.40	\$ -	\$ (27.69)	\$ -	\$ -	\$ 1,356.71	\$ 614.60	\$ 493.23	\$ 248.88	\$ 1,356.71	
6/23/25	6/2/25	\$ 2,326.17	\$ -	\$ (46.52)	\$ -	\$ -	\$ 2,279.65	\$ 1,032.70	\$ 828.76	\$ 418.19	\$ 2,279.65	
6/23/25	6/2/25	\$ 2,809.12	\$ -	\$ (56.18)	\$ -	\$ -	\$ 2,752.94	\$ 1,247.11	\$ 1,000.82	\$ 505.01	\$ 2,752.94	
9/30/25	4/1-6/30/25	\$ -	\$ -	\$ -	\$ 13.30	\$ -	\$ 13.30	\$ 6.02	\$ 4.84	\$ 2.44	\$ 13.30	
9/30/25	4/1-6/30/25	\$ -	\$ -	\$ -	\$ 11.01	\$ -	\$ 11.01	\$ 4.98	\$ 4.01	\$ 2.02	\$ 11.01	
Total		\$ 1,538,307.22	\$ (60,245.17)	\$ (29,561.25)	\$ 2,255.24	\$ (15,380.12)	\$ 1,435,375.92	\$ 650,242.42	\$ 521,824.30	\$ 263,309.20	\$ 1,435,375.92	

100.35%	Net Percent Collected
0	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

Wind Meadows South 2, LLC				Net Assessments					
2025-01				\$ 103,509.00	\$ 124,946.00	\$ 228,455.00			
Date Received	Due Date	Check Number	O&M	Series 2023 Debt	Amount Received	Rec'd O&M	Rec'd Debt Svc		
12/9/24	10/1/24	1184	\$ 51,754.50		\$ 51,754.50	\$ 51,754.50			
	2/1/25		\$ 25,877.25						
12/18/24	4/1/25	867		\$ 77,466.52	\$ 77,466.52		\$ 77,466.52		
	5/1/25		\$ 25,877.25						
12/18/24	10/1/25	867		\$ 47,479.48	\$ 47,479.48		\$ 47,479.48		
			\$ 103,509.00	\$ 124,946.00	\$ 176,700.50	\$ 51,754.50	\$ 124,946.00		

*collected at lot closing

Lennar Homes LLC				Net Assessments					
2025-02				\$ 112,824.81	\$ 136,191.14	\$ 249,015.95			
Date Received	Due Date	Check Number	O&M	Series 2023 Debt	Amount Received	Rec'd O&M	Rec'd Debt Svc		
10/15/24	10/1/24	2322352	\$ 56,412.41		\$ 56,412.41	\$ 56,412.41			
10/15/24	2/1/25	2322352	\$ 28,206.20		\$ 28,206.20	\$ 28,206.20			
10/15/24	4/1/25	2322352		\$ 84,438.51	\$ 84,438.51		\$ 84,438.51		
10/15/24	5/1/25	2322352	\$ 28,206.20		\$ 28,206.20	\$ 28,206.20			
10/15/24	10/1/25	2322352		\$ 51,752.63	\$ 51,752.63		\$ 51,752.63		
			\$ 112,824.81	\$ 136,191.14	\$ 249,015.95	\$ 112,824.81	\$ 136,191.14		

Wind Meadows South

Community Development District

LONG TERM DEBT REPORT

SERIES 2021, SPECIAL ASSESSMENT BONDS		
INTEREST RATES:	2.400%, 2.9500%, 3.350%, 4.000%	
MATURITY DATE:	5/1/2052	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$259,211	
RESERVE FUND BALANCE	\$259,211	
BONDS OUTSTANDING - 10/15/2021		\$9,335,000
LESS: PRINCIPAL PAYMENT 05/1/23		(\$190,000)
LESS: PRINCIPAL PAYMENT 05/1/24		(\$195,000)
LESS: PRINCIPAL PAYMENT 05/1/25		(\$200,000)
LESS: SPECIAL CALL 05/1/25		(\$25,000)
CURRENT BONDS OUTSTANDING		\$8,725,000

SERIES 2023, SPECIAL ASSESSMENT BONDS		
INTEREST RATES:	4.500%, 5.400%, 5.625%	
MATURITY DATE:	5/1/2053	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$261,763	
RESERVE FUND BALANCE	\$261,763	
BONDS OUTSTANDING - 05/11/23		\$7,655,000
LESS: PRINCIPAL PAYMENT 05/1/24		(\$110,000)
LESS: PRINCIPAL PAYMENT 05/1/25		(\$115,000)
CURRENT BONDS OUTSTANDING		\$7,430,000