

HERITAGE LAKE PARK
COMMUNITY DEVELOPMENT
DISTRICT

RULES AND REGULATIONS
AND
RULES OF PROCEDURE

HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

RULES AND REGULATIONS & RULES OF PROCEDURE

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I. Access to Heritage Lake Park

ACCESS PROCEDURES

OVERALL POLICY:

To provide monitored access to the community and its amenities. The Envera system will be used for entrance to the community and several of the amenities within the community. **This system will also be used for video surveillance and monitoring throughout the community.**

Envera Access Devices:

There shall be two (2) types of devices for access.

- An Envera window sticker shall be issued for access through the resident's lane at the Main Entrance.
- A key fob will be issued for access to the pool, fitness center and tennis court.

Each condo unit will be allowed **up to** two (2) active window stickers and **up to** two (2) active key fobs, depending on the number of vehicles and the number of occupants of each condo unit.

Resident Owners: Owners who personally reside within a unit in Heritage Lake Park are eligible for issuance of **up to** two (2) window stickers **and up** to two (2) key fobs. Verification of ownership will be done before issuance. A photo I.D. will also be required as well as the automobile registration if window stickers are to be issued.

Non-Owner Occupied: Owners who do not reside within a unit in Heritage Lake Park are eligible for one of the two active stickers. No key fobs will be issued to owners that do not reside in Heritage Lake Park.

Annual Tenants/Renters: A current lease must be provided. Lease must show lessor(s) and lessee(s) names, address of condo unit being leased, date the lease begins and expires. A photo I.D. will also be required as well as automobile registration if a window sticker is to be issued.

Seasonal Tenants/Renters: A current seasonal lease must be provided. Said lease must show lessor(s) and lessee(s) names, address of condo unit being leased, date the lease begins and expires. A photo I.D. of the tenants listed on the lease is required. It will be at the option of the owner whether the seasonal tenant receives a window sticker or not.

Window Sticker Fee: Additional window stickers are priced at \$25.00 per sticker. Only two (2) window stickers can be activated at one time, thus if an additional sticker is issued, one of the previous stickers will be disabled.

Key Fob Fee: Additional key fobs are priced at \$15.00 per key fob. Only two key fobs can be activated at one time. If a key fob is lost, resident shall notify the CDD Office to see if it has been turned in. If an additional key fob must be issued, the lost fob will be deactivated.

Access to Heritage Lake Park through Main Entrance - Heritage Lake Boulevard

Via Resident's Lane:

At the gatehouse, the far right entrance lane has been designated the Resident's Lane. Once residents have been issued a window sticker for their car windshield, this lane will be used for access into Heritage Lake Park.

Via Visitor's Lane:

This lane is located closest to the existing gatehouse. There is a kiosk installed for this lane. Visitors, as well as owners who haven't been issued a window sticker for a vehicle, will use this lane. The automatic pavement trip notifies Envera that a car has pulled up. A recording comes on followed by a live agent. At this time an Envera agent may ask questions consisting of your name, the last name of person you are visiting, the address you are going to, etc. When residents use this lane, they are to inform the Envera agent of their name and PIN #, if asked, in order to expedite entry.

Guest and Service Providers

When a resident is expecting a personal or professional guest, or expects a delivery (also see "Delivery"), the resident needs to call Envera Systems to report such visitors, or resident may log on to their personal account at "MyEnvera" to enter the information online. The resident needs to designate if their guest is to be a permanent, temporary, or list if a contractor. The last two will require an expiration date. Entry into Heritage Lake Park will expire at midnight of the date listed.

Resident needs to remind any guest or delivery company to please obey the 19-mph speed limit for the community. Separate homeowner association guidelines within the district may apply on privately owned roadways and areas not owned and controlled by the District.

If a guest arrives at the gate and is not on the resident's guest list, Envera will attempt to call resident and verify the guest's access. If Envera is unable to reach the resident, the guest will still be allowed entry. Each resident needs to review their guest list periodically to ensure it is up to date as well as notify Envera if contact numbers change.

Deliveries

The maximum clearance for using the Visitor's lane is 9'9". Vehicles that cannot safely proceed through the visitor's gate should use the far right resident's lane, quickly exit their vehicle, go to the visitor's lane Kiosk, push the green button and wait for Envera agent to come on.

Driver is to stay there to give information to Envera, such as:

- Name of Company doing delivery (Baer's, etc.)
- Last Name of Owner/Tenant
- Full address of condo they are delivering to (i.e. 2060 Willow Hammock, #202)

Delivery driver is to then return to his vehicle and proceed through resident gate.

Emergency Vehicles

Emergency vehicles will be allowed access at all times. An "SOS" (Siren Operating System) method has been installed. Emergency vehicles that approach the gate give a short siren blast in order to open the gate for access into the community. In addition, a "KNOX-BOX" has been installed, giving emergency vehicles another method for access into Heritage Lake Park.

Power Outages

In the event of a power outage, the gates will fail-safe open and remain open until the power is restored.

Parking Procedures

- A. No street parking on District owned streets unless pre-approved.
- B. Parking at the clubhouse will be allowed between 6:00 a.m. – 11:00 p.m., only if space is available.
- C. Commercial vehicles are never permitted to park overnight on District property.
- D. No parking shall be allowed at the clubhouse parking lot after 11:00 p.m. or before 6:00 a.m. unless pre-approved. If not pre-approved, vehicle could be towed at the owner's expense.

Facilities Security

- A. The clubhouse, fitness center and tennis court will be unlocked at 6:00 a.m. and locked at 10:00 p.m. If a special event is taking place in the clubhouse, the locked time may be adjusted as necessary. Envera Systems will be notified by the office manager of any temporary change of hours to accommodate special events.

- B. Pool gates must be locked ½ hour prior to sunset and re-opened ½ hour after sunrise. This is according to the State of Florida Statute.
- C. When the pool is closed, all persons must exit the pool area. Any person intruding into the pool area while gates are locked shall be considered trespassing. At that time, law enforcement officials will be notified.

II. Clubhouse

Section1: - Clubhouse Use and Rental Policy

The Heritage Lake Park Clubhouse is your facility and it is for all resident and paid-up non-owner users, as explained below. All qualified residents and paid-up non-owners are encouraged to utilize the Clubhouse and its amenities for activities from 7:00 a.m. to 9:00 p.m.

Under the guidance of the Heritage Lake Park CDD Board of Supervisors; the District Manager with assistance from CDD Activities Coordinator has the authority and responsibility for administrating the use policy of the Clubhouse Facility. It is to be understood that the clubhouse can be closed as needed for preparation of scheduled events. All property and equipment within the Clubhouse and other CDD facilities are assets identified and included within the Heritage Lake Park list of assets. There will be no disposal of any CDD equipment or other assets without approval of the Board of Supervisors who will, by action during an advertised public meeting vote it as surplus equipment and authorize disposal or sale per applicable law.

Section 1.1 — General Information

Use: Residents and paid-up non-owner users, as that term is defined below, are encouraged to use the Clubhouse for meetings, group events, games, dances, dinners, social events, etc. Any activity held in the Clubhouse must be scheduled and approved by the assigned CDD Supervisor and must be open to all residents of Heritage Lake Park as well as paid non-owner users. For safety and liability reasons, the assigned CDD Supervisor may, at their discretion, limit the number of people who may attend a Clubhouse function. This limit will be put into effect, when necessary, and when due to the available resources. These activities will be open to all residents, paid non-owner users, at Heritage Lake Park on the first-come basis.

Private Hire: Any meeting function or activity that restricts or limits participation by residents and non-owner users, is defined as Private Hire. Any Private Hire use of the Clubhouse Facility will be for a fee(s), which is set by the CDD Board of Supervisors, subject to Clubhouse Complex housekeeping requirements and restrictions set forth in this document. Private Hire of the Clubhouse Facilities can be contracted for 50 percent or 100 percent of the available floor space. Kitchen facilities are available for an additional fee. All Private Hire must be scheduled, contracted and approved in advance through the HLP Supervisor assigned to this area of responsibility. All previously scheduled open events will take precedence over Private Hire. Private Hire of only 50 percent of the Clubhouse Facility will mean the remaining 50 percent of the facility will be open and available to all residents and paid-up non-owner users. Clubhouse rental is for a maximum of six (6) hours.

An approved Clubhouse Facility Private Hire event excludes the use by any participants of the Private Hire event from the use of any of the adjoining HLP recreational facilities. (Pool, Fitness Center or Tennis Courts)

HLP Facilities Available for Private Hire:

At this time the CDD Board of Supervisors has limited Private Hire to the Clubhouse Facility only. Current resident rules of "four guests per household" in the pool area is forfeited during the Clubhouse/patio rental. The pool, pool deck, fitness center or tennis courts are not included in this agreement and cannot be used by anyone attending the event.

Sign-Up Required: Any use as defined above, must be scheduled in advance with the assigned CDD Supervisor who maintains the master schedule for the use of the Clubhouse Facility. Any activity planned and coordinated by the Activities Coordinator, which requires registration and/or prepayment, must be done by making payment to the event sponsor or depositing payment in the CDD office. A sign-up deadline must be posted on each activity and no refund will be granted after a sign-up deadline has passed. There will be no group use unless first scheduled with the assigned CDD Supervisor.

Section 1.2 — Rental Policy

Use of Clubhouse Facility for Private Hire:

Once the assigned CDD Board Supervisor determines that a Private Hire request is appropriate use, the following rental requirements and fee(s) prevail.

Eligibility:

Owner/residents are defined as current HLP residents residing within Heritage Lake Park Community along with paid-up non-owner users, and such individuals, may rent the Clubhouse Facility for their personal or Private Hire use. Current HLP renters, as defined and clarified below, are considered residents for this policy and subject to the same rules, regulations and responsibilities as owner/residents and paid up non-owner users. An HLP owner, who does not reside in HLP, rents and/or lease their condo/villa to another person, surrenders their right to being an HLP owner/resident for the purpose of this policy and is determined to be a non-resident. (Exception; would be qualified if they elected to become paid-up non-owner users.)

Any event at which more than 40 percent of participants will be non-residents will be considered a Private Hire. NOTE: A listing of HLP units and unit owners may be required to validate the percentage of attendees.

Any event that is open to the entire community and any paid up non-owner users, and is intended for the benefit of the residents and paid up non-owner users, that is approved by the CDD and appears on the monthly Calendar of Events and/or a posted list of Scheduled Activities and published by the HLP office will not be considered Private Hire and there shall be no fee for such event, and the goal of the event shall be no profit ("CDD Sanctioned Event").

Non-Residents:

Unless they are paid-up non-owner users, the Clubhouse Facility is not available for Private Hire by non-residents. (Non-residents are individuals **not** residing in the HLP Community.)

HLP Clubhouse Availability & Parking Limitations:

Unless pre-approved by the CDD Board of Supervisors, the Clubhouse Facility cannot be rented for commercial or business functions by any persons. The HLP Clubhouse Facility is not available for Private Hire when regularly scheduled HLP activities are scheduled. Regular Clubhouse hours are 7:00 a.m. to 9:00 p.m. For special events, extended closing hours may be approved by the assigned CDD Supervisor. Any Private Hire event must conclude by no later than 11:00 p.m., including clean-up from the event.

There is a total of 49 regular and five handicapped parking spaces at the HLP Clubhouse and surrounding Recreational Facilities. Only 40 of the regular and three handicapped spaces can be used for the participants of a Private Hire event. Nine regular and two handicapped parking spaces must be available to other HLP residents for their use of the HLP Recreational Facilities. If the requested Private Hire has too many vehicles for the allotted number of parking spaces, the Private Hire cannot be booked.

Prohibited Uses:

The Clubhouse Facility cannot be rented by an owner/resident or paid up non-owner users on behalf of the members of their family, friends and/or other residing outside of their household.

Alcohol Use:

At no function sponsored by the CDD, a qualified HLP organization, private hire or paid-up non-owner user, may alcoholic beverage be provided and/or sold by the event sponsor. Only by pre-approval by the CDD Chairman may alcohol beverage be permitted within the Clubhouse Facility. At an approved event it will be BYOB only. All alcohol beverages must be kept within the walls of the Clubhouse Facility. A Private Hire event sponsor may be required to provide liability insurance when it is a BYOB function. A Charlotte County Sheriff, Private guard or monitor may be required by the CDD to attend BYOB functions. This will be additional expense of the private hire.

Memorial Service Exception:

An HLP owner/resident or paid-up non-owner, may reserve the Clubhouse Facility for a Memorial Services for the death of a spouse, live-in partner, a mother/father, a child, or for a similar use that has been pre-approved by the CDD Board of Supervisors. This type of event will not be subject to the User Rental Fee(s). However, the individual using the facility for this purpose may be subject to paying a Security/Cleaning Deposit. (Section 1.3)

Governing Authority:

The CDD Board of Supervisors will be the final deciding authority in determining the appropriateness of any event at the Clubhouse including a Private Hire request. The District Manager and the CDD Board are the decision makers in determining if there is any damage(s), the resultant cost for damages, and what percentage of the Security/Cleaning Deposit is returned. At their discretion, this policy can be amended at any time by the HLP CDD Board of Supervisors.

Personal Security Requirements:

Any Private Hire of the Clubhouse Facility may require the hiring of a professional security service person to be present during the entire event. The cost of the said security will be the responsibility of the Private Hire renter booking the facility and will be paid in advance of the day of the event. The required hiring of security providers is at the sole discretion of the HLP CDD Board of Supervisors.

Reservations/Rental Agreement:

When Private Hire reservations are required, they will be booked on the first-come, first-served basis. A Private Hire reservation will not be accepted without the required deposit(s) and fully executed rental agreement. The User Rental Fees may include the use of the various on-site amenities, (TV, PA system, kitchen, appliances, ice machine and other items in the kitchen cabinets.) At the time of the rental, he or she must execute a rental agreement and inventory listing with the assigned CDD Supervisor. The renter agrees to adhere to the CDD established Clubhouse capacity of 100.

Outside Guest Declaration:

When declaring how many outside guests will attend an event, the gatehouse personnel/vendor will be notified of the numbers. When the guest count is achieved at the gate, additional guests will be notified of maximum capacity, but not denied entry. Please be sure to declare an accurate count for the event.

Section 1.3 — Private Hire Rental Fees & Deposits

User Rental Fees & Deposits:

All deposits must be paid at the time of the reservations/booking in the form of a check payable to: Heritage Lake Park CDD. A return check fee of \$10.00 will be charged for any returned check.

Facility Rental rates are as follows:

HLP Owner/Resident and/or Paid Non-Owner (members):

- o 50% Clubhouse: \$100.00 per use
- o 100% Clubhouse: \$250.00 per use
- o Additional for Kitchen: \$75.00 per use
- o Picnic table rental: \$20.00 per use each (reservation does NOT include the pool)

Private Hire Fees:

- o 50% Clubhouse: \$200.00 per use
- o 100% Clubhouse: \$350.00 per use
- o Additional **for** Kitchen: \$125.00 per use

NOTE: Maximum rental is six (6) hours for Clubhouse and three (3) hours for picnic tables.

CDD Sanctioned Event (as defined above):

- o No charge

Security/Cleaning Deposit:

In addition to the above User Rental Fee, a Security/Cleaning Deposit is also required for all non CDD Sanctioned Events at the time of reservations to defray the cost of any resulting damage, cleaning and/or theft of CDD Clubhouse Facility assets.

The deposits are as follows:

Security/Cleaning Deposits:

Clubhouse at 50%: \$50.00 per use
Clubhouse at 100%: \$100.00 per
use Kitchen: \$100.00 per use

Damages:

If damages and/or missing items exceed the amount of the Security/Cleaning Deposit, any additional repairs/replacements cost will be billed directly to the individual facility renter who booked the Clubhouse Facility and signed the Rental Agreement. If not paid, individual facility renters will be liable for any costs incurred in the collection of said funds, including all legal fees.

Return of Security/Cleaning Deposit — Excessive Damages:

If there are no damages or extraordinary cleaning required (Carpet cleaning, kitchen clean-up, paint, etc.) after the rental, all but \$25.00 of the Security/Cleaning Deposit will be returned approximately 15 days after the event. If additional cleaning, missing items and/or damages exceed the Security/Cleaning Deposit received, the booking individual is responsible for and will be billed for any costs over and above the Security/Cleaning Deposit.

Decoration & Set-Up:

No existing decorations or decor may be removed from the Clubhouse walls. No holes from tacks, nails and/or taped items shall be put into or on any painted or wood surfaces. No candle burning is permitted in any of the CDD Recreational Facilities. Scheduling for pre-rental decorating and set-up/takedown of chairs, tables etc. is the responsibility of the person/persons renting the Clubhouse Facility. Users will be allowed a period of two hours before the event for set-up. Clean-up and takedown time will be included in the as-used time period.

Sections 1.4 — HLP Clubhouse Rules and Housekeeping**Requirements & Restrictions:****Smoking:**

All areas within the walls of the HLP Clubhouse are considered a "smoke-free environment". Currently, the only Designated Smoking Area is located at the outside end of the clubhouse front entry canopy and/or parking lot areas. Observe all other outside areas which are posted "Non-Smoking Area". Do not litter our grounds and/or facilities with smoking items.

Pets:

No pets, other than specially trained services animals as defined by applicable law, are permitted within the HLP Clubhouse and/or any other Recreational Facility.

Set-Up & Breakdown:

Any use of the Clubhouse Facilities requires the user to perform their own set-up/tear-down of tables, chairs, decorations, etc., returning all furniture and the physical Clubhouse to its original pre-event state.

Clean-Up:

Any use of the Clubhouse Facility (in and outside) requires the user to clean-up after their use. This includes the kitchen and its dishes, utensils, coffee pots, etc. Also required is the bagging of all rubbish and removal to the dumpster located just outside the Clubhouse Facility. Anyone using the Clubhouse Facility for the purpose of a group function or Private Hire should plan on providing their own clean-up supplies.

Loss Responsibility:

Any missing items, damaged and/or repairs resulting from the use of the Clubhouse Facility are the direct financial responsibility of the group and/or individual(s) who signed up for and/or requested the use of the Clubhouse Facility. Anyone renting the Clubhouse facility will be required to sign an inventory listing of all major items within.

Parking:

There is no extended vehicle parking allowed under the front entrance canopy or the entire front entry circle. Bicycles are to be placed in the bike rack under the front entrance canopy. There will be no overnight parking from 11pm — 6am, violators will be towed.

No car washing, detailing or unauthorized vendor repairs or work is allowed.

Golf Cart Parking:

Golf cart parking is only permitted in the vehicle parking area.

Clubhouse Attire:

Proper event attire, shirts, shoes and/or cover-ups, must be worn in the Clubhouse Facility. No wet bathing suits are permitted within any areas of the Clubhouse Facility. At any CDD facility including the clubhouse, pool, fitness center or any other such facility NO disruptive behavior, language or profanity will be tolerated and can be grounds for security removing them from the facility. Repeated violation of these rules could result in suspension regarding future rentals of CDD property for a period of up to one year. Excessive damage caused by an event could result in legal action to recover expenses of such loss. The CDD property, including grounds, lakes, roadways, etc., cannot be used for any illegal activity of local and/or state and federal laws. If discovered, authorities may be called.

Section 1.5 — Definitions

Members:

Owners of property within the CDD and paid-up Non-Owner Users as defined below. The definition of Member includes all persons residing full time in such individual's household, but specifically does not include Renters, as defined below.

House Guests:

A guest of a Member or Allowed Renter, as defined below, not residing in Member's or Allowed Renter's household. In order to use the Recreational Facilities, as defined below, a House Guest must be accompanied by a member or allowed renter at least 15 years of age. Each household of a Member or Allowed Renter may bring up to a total of 4 guests to use the recreational facilities. Asking other owners to bring your additional guests over 4, on your behalf to circumvent this rule is not permitted.

Recreational Facilities:

The **CDD** owns the pool and pool area, the clubhouse, fitness center, tennis courts, main roadways, the gate house, lakes and ponds.

Renter:

An individual and all persons residing full time in such individual's household renting property within the CDD.

A renter renting property in compliance with applicable restrictions promulgated by Heritage Lake Park Homeowners Associations as such restrictions may be amended from time to time, is entitled to the same privileges for usage of the Recreational Facilities as an owner of property within the district (hereinafter, "Allowed Renter").

All other Renters are not allowed usage of the Recreational Facilities unless they purchase a membership as Non-Owner User. Owners relinquish their rights to use Recreational Facilities while their unit is being rented, unless such owners purchase a Non-Owner User membership.

Section 1.6 — Fees For Use of the District's Recreational Facilities

User fees for Owners of property within the District:

With the exception of rental fees for the clubhouse, the District shall assess no user fees to owners of property within the District because such owners are required to pay special assessments for operation and maintenance expenses as an incident to ownership of property within the District.

User Fees for Non-Owners of Property:

The District shall assess user fees to those individuals who do not own property within the District and are not House Guests or Allowed Renters but wish to use the Recreational Facilities (collectively "Non-Owner User"). The user fees shall be established each year in conjunction with the adoption by the District of its annual budget and shall apply to the following fiscal year.

Annual user fee for Non-Owner Member:

The annual fee shall be the sum of two components calculated as follows: (i) The total budgeted operation and maintenance assessment divided by the total number of dwelling units (Operational Components) for Fiscal year total budget; (ii) a surcharge of 20% of the operational component for administration. Each fee is calculated annually and is available at the CDD District Manager's office.

Fee Agreement:

Non-Owner Users desiring to join for a year shall enter into a non-assignable agreement with the District to pay the fees described herein. The agreement shall require that all fees be paid upon execution of the agreement. The annual membership may be pro-rated if a Non-Owner User elects to join during the District's fiscal year. On the next October 1st (the beginning of the district's fiscal year) the membership will be renewable but only for a full year period.

Heritage Lake Park Clubhouse Rental Contract

Rental agreement entered into on _____ between Heritage Lake Park CDD Board AND:

Name: _____ **Rental Purpose:** _____

Address: _____

Phone No. _____ Email Address: _____

RENTAL DATE & TIME:

Date: _____ Time From _____ To _____

Set up date: _____ Time From _____ To _____

Number of Guests: _____ % or Guests Who are non-residents: _____

Number of vehicles: _____

NAMES OF ALL GUESTS MUST BE GIVEN TO CLUBHOUSE MANAGER (1) WEEK PRIOR TO EVENT

RENTER RESPONSIBILITY:

Obtain and sign out for keys from the 'business office (kitchen and/or store room) the day prior or the last business day of the week. Keys must be returned the next day or the following business day of the week.

If required: Name of Security Company _____

CONSIDERATION:

Rental Charge: _____ Security/Cleaning Deposit: _____

TERMS:

Renter signee agrees to abide by all terms as set forth in the rental policy of the Heritage Lake Park Community Development District.

PAYMENT:

Rental payment and deposits shall be made at least one (1) Week prior to the rental date. Rental will not be reserved until payment and deposit are received.

Date Received: _____

RISK OF LOSS:

Renter assumes all liability that may be associated with this rental. Renter Initials _____

RIGHT OF INSPECTION:

Deposit(s) will be held by the Board until a CDD Board of Supervisors member inspects the Clubhouse for any damage incurred and/or excessive cleaning required. If there is no damage or excessive cleaning required, the CDD Board will return all but \$25.00 or the deposit(s) within 11 days after the event.

Renter Signature: _____ **Date:** _____

***MUST BE A HERITAGE LAKE PARK RESIDENT**

Renter acknowledges that use of pool, exercise and tennis facilities is forfeited for this event.

Signature _____

APPROVED BY CDD BOARD OF DIRECTORS _____

Heritage Lake Park

26535 Heritage Lake Blvd.

Punta Gorda, FL 33983

941-624-4319

KITCHEN RENTAL CONTRACT

Date: _____

Name: _____

Address: _____

Unit No. _____

House Phone: _____ Cell Phone: _____

Reservation Day/Date: _____

Hours: From _____ To _____

Approximate Number of Guests: _____

RULES AND PROCEDURES

The Clubhouse Kitchen must be reserved through the Heritage Lake Park Clubhouse Manager during the business hours of 9 a.m – 3 p.m. prior to date of usage. A partially refundable security/cleaning deposit is required at the of time of reservation. You will be issued necessary keys. At the end of the function, the kitchen must be cleaned properly and left the way it was found. Be sure to properly lock the kitchen area as you are responsible for the kitchen security while in possession of the key. Anything broken or damaged by you or your guests will be repaired or replaced at your own expense. You are to return all keys to the office of the Clubhouse Manager by sliding them under the office door. After a site inspection of the Manager, partial return of the deposit will be made if everything is in order. Children under 18 are NOT allowed to cook on the gas grill or use the kitchen appliances. Absolutely Unless legally mandated, absolutely NO pets of any kind are allowed anywhere in the Clubhouse.

I acknowledge and will abide by these rules:

Signed : _____ Date: _____

Approved: _____ Date: _____

Total Cash received: _____ Initial: _____

Inspected and Approved : _____

Total Cash Returned: _____

Resident Signature: _____

III. Recreation Facilities

Recreation Facilities Rules and Regulations

General Rules:

The following are the initial rules for usage of the Recreation Facilities:

1. Members, Allowed Renters, and their House Guests are to adhere to all promulgated Rules. A violation of any of these Rules by a Member, Allowed Renter, or their House Guest(s) will result in the following at the discretion of the District staff/agents:
 - Verbal warning.
 - Immediate removal of child/adult that does not adhere to the verbal warning. The name, address and phone number of the Member or Allowed Renter will be taken. If a House Guest is the violator, both the House Guest and Member's/Allowed Renter's contact information will be garnered.
 - After removal, a written notice suspending privileges for a minimum of 90 days will be issued by the District Manager to the offender. If there are damages to person or property caused by the offender, payment for the damages incurred will have to be remitted to the District before privileges are reinstated. The owner of the property/residence located in the District is ultimately responsible for all damages incurred including but not limited to damages caused by the owner's House Guest, Allowed Renter, Allowed Renter's House Guest, or any of their respective families. If the child of a Member or Allowed Renter is suspended, then all family members residing in the household are suspended from usage of the Recreational Facilities as well. Damages include costs for service call, and (if warranted) emergency service calls, parts and labor as well as the District's administrative costs as applicable.
 - If an individual is asked to leave and refuses, if an individual refuses to provide identification when asked, or if an individual tries to use the Recreational Facilities while privileges are suspended, then such person is trespassing and authorities will be contacted.
 - A written suspension or revocation can be appealed to the District Board of Supervisors at a regularly scheduled District meeting after submittal of a written request to the District Manager at least ten (10) calendar days prior to a regularly scheduled District meeting. If anyone chooses to appeal any decision of the Board, such person should ensure that a verbatim record of the proceedings is made.
 - Notwithstanding anything to the contrary contained herein, the District Board of Supervisors (either by itself or through an authorized agent) may immediately, at any time, restrict, suspend or remove any Member, Allowed Renter, and/or House Guest, when such action is necessary to protect the health, safety and welfare of the District, District property, or other individuals.

2. No smoking or chewing tobacco is permitted at any of the Recreational Facilities. No gum chewing is permitted at any Recreational Facilities.

3. No alcohol shall be allowed at any Recreational Facilities without prior approval of the District Board of Supervisors or as otherwise allowed by the District's rules. Persons suspected of being under the influence of drugs or alcohol shall be prohibited from using the Recreational Facilities.
4. No animals or pets (except service animals as defined by applicable law) are allowed in or on any Recreational Facilities. All dog waste on District property must be picked up and properly disposed of. Pets must be leashed at all times when outside.
5. No bicycles, roller blades or skateboards are permitted on the pool deck, clubhouse, or tennis court areas, with the exception that bicycles are permitted to be parked at District provided bicycle racks.
6. Out of consideration for others, music must be kept at a low level when using any Recreational Facilities.
7. No glass or breakable items are allowed at any Recreational Facilities. Trash must be deposited in proper receptacles.
8. Rules and regulations of the Department of Health and other related governmental agencies having jurisdiction will be considered a part of these rules and regulations and will govern in any conflict of such rules and these promulgated rules.
9. Rules can be revised by the Community Development District Board of Supervisors as necessary in their sole and absolute discretion.
10. All persons using any of the Recreational Facilities do so at their own risk. The District and its officers, agents and employees assume no responsibilities, direct or indirect, for any personal injury or loss, including damage to personal property for usage of any of the Recreational Facilities.
11. For safety and liability reasons, all children under the age of fifteen (15) must be accompanied by an adult at all times while using the Recreational Facilities.
12. Except for preapproved activities, any loitering or parking on District property outside of posted hours is strictly prohibited. During allowed hours, vehicles shall be parked in designated areas only. Vehicles shall not park in any manner which has the effect of disrupting traffic. Bicycles shall be placed in bike racks in designated areas.
13. No fireworks of any kind are allowed on District property. The use of projectiles that cause physical or property damage is strictly prohibited.
14. There shall be no parking within the clubhouse parking lot after 11:00pm or before 6:00am.

15. All property and equipment within any recreational and other CDD facilities are assets identified and included within the Heritage Lake Park list of assets. There will be no disposal of any CDD equipment or other assets without approval of the Board of Supervisors who will, by action during a advertised public meeting vote it as surplus equipment and authorize disposal or sale per applicable law.

16. All CDD facilities are under 24 hour video surveillance.

17. No advertising or signage of any type is allowed on CDD property without the prior approval of the CDD Board. Any unauthorized materials found on CDD property will be immediately removed without notice.

Rules Specific to Usage of District Pool and Pool Related Facilities:

1. Pool hours will be from one-half hour after sunrise to one-half hour before sunset or as otherwise modified due to special events or unforeseen circumstances. There will be no night swimming as defined by Florida Administrative Code 64E-9.008(8).
2. No Life Guard on duty. All persons using the pool do so at their own risk.
3. For safety and liability reasons, as with all Recreation Facilities, no children under the age of 15 of a Member, Allowed Renter, or House Guest are permitted without adult supervision in the pool or pool area.
4. All persons using the pool must abide by the loading limits established by law for the maximum number of swimmers in the pool at one time.
5. Appropriate swimming attire (no cutoffs or thongs) must be worn at all times. No public nudity.
6. Infants and non-toilet trained children are required to wear swim diapers. Regular and cloth diapers are not permitted in the pool. Parents must change diapers in the bathroom facilities.
7. No food or beverages are allowed in the pool. No food, beverages of any kind, other than water, are allowed in the pool area. Food and coolers are allowed in the area where picnic tables are located between the pool area and Clubhouse.
8. No running, diving, jumping, pushing, nuisance activity, or other horseplay is allowed in the pool or pool area. No swinging on the pool ladders or railings, fences or gates.
9. No suds, bath beads or bath oils are allowed in the pool.
10. No fins or snorkels are allowed in the pool.
11. Radio controlled watercraft are not allowed in the pool area. 18

12. Pool furniture may not be removed from the pool deck area and shall not be placed inside the pool.
13. No one shall pollute the pool. Anyone who does so may be liable for any costs incurred in treating or correcting the problem. If contamination occurs, either because of pollution or a bio-hazard (e.g., blood), the pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill bacteria.
14. If lightning is sighted, regardless of location, the entire pool area will be closed for at least thirty (30) minutes and anyone using the pool will be asked to leave for safety and liability reasons. If during that time no other lightning is seen, the pool will reopen. In the case of a thunderstorm (with thunder only) in the immediate area, the pool will be closed for at least fifteen (15) minutes. If no thunder is heard during that closed period, the pool will be reopened.
15. If any time the rain is so heavy that the bottom of the pool cannot be seen, the pool will be closed.

Rules Specific to Usage of District Tennis Facility:

1. The tennis facility will be available for usage only during the posted hours or as otherwise modified due to special events or unforeseen circumstances.
2. Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
3. Persons using the tennis facility must supply their own equipment. Proper tennis shoes and attire is required at all times when on the court. No cutoffs, swimsuits, or black soled shoes.
4. Courts in the tennis facility may not be rented.
5. The tennis facility is for the play of tennis only. All other uses including but not limited to the allowance of pets, roller blades, bikes, skates, skateboards and scooters are strictly prohibited at the tennis facility.
6. Permitted beverages are required to have a screw top or sealed lid when at the tennis facility.
7. No chairs other than those provided by the District are permitted on the tennis court.
8. For safety and liability reasons, as with all Recreation Facilities, no children under the age of fifteen (15) are allowed to utilize the tennis facility without adult supervision.

Rules Specific to Usage of District Lakes and Ponds:

1. Except for activity by the District's lake maintenance provider, swimming, wading, boating, and any type of fuel powered watercraft to include remote controlled watercraft are prohibited in all lakes/ponds and other bodies of water owned by the District.
2. Members, Allowed Renters and House Guests may only fish in the clubhouse lake, and only with a pole or rod. No spearing or netting allowed. All garbage, fishing lines, hooks and other refuse must be removed and properly disposed of.
3. The District has a strict catch and release policy for all fish and any other aquatic wildlife caught in the lakes and ponds. All such fish and wildlife are to be returned to the lake/pond from which caught. Fishing is only allowed in lake 3 located around the Clubhouse.
4. Feeding of the wildlife is strictly prohibited. Violations will be reported to local authorities.

Rules Specific to Usage of District Exercise Room:

1. For safety and liability reasons, use of the exercise facility is restricted to Allowed Renters, Members and their House Guests 15 years of age or older. As with the usage of all Recreation Facilities, House Guests must be accompanied by a Member or Allowed Renter at least 15 years of age. Shirt and tennis shoes are required.
2. The exercise room will be open pursuant to posted hours or as otherwise modified due to special events or unforeseen circumstances.
3. Food is not permitted in the Exercise Room. Allowed beverages are permitted with screw top or sealed lids.
4. All equipment shall be wiped clean after each use.
5. Use of personal trainers in the Exercise Room is not permitted.
6. Radios, tape players, or other similar devices are not permitted unless personal units equipped with headphones.
7. No equipment may be removed from the Exercise Room.
8. All equipment and personal equipment should be removed when done; personal equipment is not to be left overnight.
9. Use of cardiovascular equipment is limited to thirty (30) minutes. Benches and machines are not to be stepped on. Dumbbells shall not be placed on the benches.
10. Exercise facility is under 24 hour video surveillance.

USE OF ALL RECREATIONAL FACILITIES REQUIRES DUE CARE AND ALL INDIVIDUALS USING THE RECREATIONAL FACILITIES USE THE FACILITIES AT THEIR OWN RISK. HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT AND ITS BOARD MEMBERS, OFFICERS, VOLUNTEERS, EMPLOYEES AND AGENTS SPECIFICALLY DISCLAIM ALL LIABILITY FOR SUCH USE. IN CASE OF EMERGENCY, DIAL 911. ALL EMERGENCIES AND INJURIES ARE TO BE ALSO REPORTED TO THE GATE HOUSE (941-624-6071) AND DISTRICT CHAIRMAN.

IV. CDD Board of Supervisors Meeting and Rules of Procedure

1.0 Organization

- (1) The Heritage Lake Park Community Development District (the "District") was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "Rules") is to describe the general operations of the District.
- (2) Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.

Board of Supervisors Meeting Procedures

Section 1. GENERAL

These Rules of Procedure, as amended from time to time, shall govern the Board of Supervisors' Meetings.

Section 2. MEETINGS

Section 2.1 General. The business of the Board shall be conducted at regular or special meetings only. All meetings shall be scheduled in accordance with statutory requirements and to provide sufficient notice to the public, and shall be open to the public. At a meeting, three (3) members physically in attendance shall constitute a quorum.

Prior to each meeting, the District Manager will offer Board members and staff an opportunity to provide input for agenda preparation prior to each meeting. The District Manager will distribute the final agenda electronically and a hard-copy version will be mailed to those on the distribution list all prior to a regularly scheduled meeting. This agenda will be published on the District web site for public viewing. The agenda packet will determine the agenda of the order of business, showing what is to come before the Board in what order and will contain available supporting documents.

The District Manager will coordinate with the Chairman regarding agenda topics for which supporting documents were not available at the time of agenda publication and whether the topic should be postponed to the next meeting or if it warrants presentation at the meeting.

For an action item (requiring a vote of Board) that was not on the agenda to be presented to the Board for consideration, a majority vote of approval will be obtained prior to the topic being presented. Requests for non-agenda items to be

considered must be made by a Board member, District Counsel or the District Manager along with a brief explanation of why it should be considered at that time. Following the request, the District Manager will ask for a motion to approve the consideration of the specific topic. If there is no motion, the consideration of the item will be postponed. If approved for consideration, the item will be discussed and once a motion is made and seconded for action and public comments are received, the Board will vote on the motion.

- Section 2.2 Meeting Time and Location. Regular meetings of the Board shall be held at the time, date and location determined each year by a Resolution of the Board for the fiscal year meeting schedule. The time, date and location may change during the year due to circumstances and an action by the Board. Notwithstanding the foregoing, the Board shall be in recess when otherwise changed or cancelled by the District Manager. The District Manager will coordinate with the Chairman to determine if a meeting should be cancelled due to a lack of business to conduct.
- Section 2.3 Board Member Attendance. All Board members are expected to attend all meetings and remain until the meetings are adjourned or continued or the member is excused by the Chairman. A request to be excused and notice of a member's intention to be absent shall be communicated to the District Manager or his or her designee assisting the Board at that time. In cases of emergency or pressing matters, a Board member with the approval of the remainder of the Board may attend by teleconference and may vote on matters before the Board. Attending by teleconference does not count towards constituting a quorum.
- Section 2.4 Compensation. Board member will be eligible for compensation as outlined in Chapter 190 F.S and payment will be made for meetings attended in person or by teleconference. Board members will be compensated if a meeting is attended but the meeting is not called to order due to a lack of quorum or is cancelled prior to being called to order.
- Section 2.5 Meeting Duration. All meetings of the Board of Supervisors shall be limited to two (2) hours and shall automatically adjourn unless the Board of Supervisors, by majority vote, extends the meeting in 1/2 hour increments.
- Section 2.6 Public Comments. There will be an agenda topic titled "Public Comments" near the beginning of each meeting. Comment cards will be available at the beginning of each meeting and any member of the public, who desires to comment on an item, must fill out a comment card, identifying the item on the Agenda and which must be turned into the District Manager before the portion of the agenda for Public Comment is concluded. Only those members of the public who have turned in comment cards will be afforded the opportunity to speak on an item on the Agenda. For items that are added to the Agenda by the Board of Supervisors, comment cards may be turned into the District Manager once the item is added to the Agenda and those individuals will be offered an opportunity to address the Board of Supervisors on that topic prior to Board actions.

Section 2.7 Agenda Format. The meeting agendas will follow the format below unless required to be changed for extenuating circumstances and coordinated with the Chairman:

Agenda

Roll Call
Pledge of Allegiance
Approval of Agenda
Approval of Minutes
Audience Comments on Agenda Items
Old Business
New Business
Manager's Report
Attorney's Report
Engineer's Report
Chairman's Comments
Supervisors Reports, Requests and Comments
Audience Comments
Adjournment

Section 3. OFFICERS

Section 3.1 Selection. At the first Board meeting held after each election or appointment where the new member take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary and Treasurer. For a detailed description, see the CDD's Rules of Procedure.

Section 3.2 Duties and Responsibilities

(A) Chairperson. The Chairman is the presiding officer, when present and eligible, at all meetings of the Board.

(B) Vice Chairperson. The Vice Chairperson shall become the Chairperson Pro-tempore upon the absence of the Chairperson at any meeting of the Board.

Section 4. CONDUCT OF BUSINESS

The business of Board shall be conducted as follows:

Section 4.1 The District Manager with authorization from the Chairman and per these procedures shall convene and conduct the meeting for the Board of Supervisors. At any time during the meeting the Chairman or in his or her absence, the Vice-Chairman may assume control of the meeting from the District Manager. The District Manager will generally:

- (A) Open all meetings at the time at which the Board is to meet and call roll to verify attendance and to verify the presence of a quorum.
- (B) Announce the business before the Board in the order in which it is to be acted upon.
- (C) Recognize members entitled to the floor; to state and put to vote all questions which are regularly moved or necessarily arise in the course of business, and to announce the result of the vote. When a motion has been made and seconded, it is the duty of the District Manager, unless he or she rules it out of order, immediately to state the question that is before the Board for its consideration and action. If the question is debatable or amendable, the District Manager shall immediately ask, "Is there any discussion?" If no one then responds, he or she shall call for a vote and announce the results. In announcing the vote, the District Manager shall state the motion passes or fails.
- (D) Assist in expending the business in every way compatible with the rights of the members, as by allowing brief comments when non-debatable motions are pending, if he or she thinks it advisable; to restrain the members when engaged in debate, within the rules of order; to enforce on all occasions the observance of order and decorum among the members.
- (E) Have the right to participate in the discussions; however, he or she shall not have the right to vote on Board business and not be counted toward a quorum.

Section 4.2. Motions. Actions by or decisions of the Board shall be determined by motions duly moved and seconded and passed/approved by a majority of the members present or authorized to be attending by teleconference.

Section 4.3. Voting. It is a rule that all members shall vote on all questions. Notwithstanding, no one can vote or participate in debate or discussion on an item or a question or a proposal in which he or she has a conflict of interest, as provided by the Code of Ethics and Florida Statutes.

The method of taking a vote shall normally be by a verbal vote "all in favor of the motion signify by saying aye — opposed nay". If requested by any Board member, the vote may be taken by roll call and vote of aye or nay as the name is called. A quorum must be physically present in order to vote and majority of the authorized votes are necessary for the adoption of any motion. On a tie vote the motion is lost.

A motion to approve, when defeated by a vote, shall be considered as a motion to deny which was approved by vote.

A motion to deny, when defeated by a vote, shall NOT be considered as a motion to approve. In this instance there must be placed before the Board a motion to approve.

Section 4.4. Minutes. Minutes of the Board shall contain a concise and accurate summary of actions taken at meetings, but shall not include verbatim comments from Board members or of persons making presentations to the Board unless requested by the Board. If a motion to continue an item is approved, the Board shall state its reasons for continuance and the minutes shall reflect the same.

Section 4.5 District Counsel. The District Counsel shall rule on all legal questions and the Board shall rely only on the advice of the District Counsel for such questions.

Section 4.6. Public Comment. The Board shall hear Public Comments as described in Section 2.6 above.

(A) Each speaker shall be limited to three (3) minutes unless the Board by majority vote approves a longer time.

(B) Order and decorum shall prevail and be enforced by the District Manager. The comment period shall not be allowed to be conducted as a debate or a political forum.

(C) Upon recognition by the District Manager, a member of the Board may courteously and briefly question a speaker to gain information or assistance in reaching a decision but shall not engage in debates, disagreements or discussions with the speaker.

(D) The purpose of the public comment is to inform the Board of the relevant views of interested persons and the general public and to present such factual information as is necessary for the Board to make a decision or recommendation. Any action, conduct or statement not reasonably in accord with this purpose may be ruled out of order by the District Manager or Chairperson.

(E) Any person may be represented by an attorney or other spokesman. No person serving as a member of the Board shall represent a person before the Board.

(F) Upon the conclusion of the statements of the public, the District Manager shall thank all for their interest and attendance, and close the public comment.

(G) For those action items (requiring a vote of Board) considered by the Board and not on the agenda and approved by a majority of the Board for the consideration, the District Manager shall then open the floor for Board

member discussion, motions, debate. Prior to vote, the District Manager will open the meeting for audience comments on this specific item from those members of the public who have completed a comment card and submitted to the District Manager. Following the audience comments, the District Manager will ask for Board discussion, restate the motion and call for a vote.

Section 5. ETHICAL CONDUCT

The Heritage Lake Park Community Development District is an instrument of local Ordinance and Florida Statutes providing an important function with imposed obligations, responsibilities and duties. In accepting an appointment or being elected to serve as a member of the Board of Supervisors, one also accepts and adopts the requirements of Florida Law and the Code of Ethics as his or her standard of conduct.

In addition, members of the Board of Supervisors shall not subvert the integrity of the Board as a whole or of any member of the Board.

Section 6. AMENDMENTS

These Rules of Procedures may be amended by the Board of Supervisors by resolution and accordance with applicable law.

An amendment, having been adopted, immediately becomes effective upon its adoption, unless the motion to adopt specifies a different timing.

Rule 1.0 General.

- (1) The Heritage Lake Park Community Development District (the "District") was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "Rules") is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only in conformance with applicable law. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law.

Specific Authority: §§ 190.013(5), 190.011(M) Fla. Stat.

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

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be residents of the State of Florida and citizens of the United States. Supervisors elected by resident electors must be citizens of the United States of America, residents of the State of Florida and of the District, registered to vote with the Supervisor of Elections of the county in which the District is located, and qualified. 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, 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 and voting, unless otherwise provided in the Rules or required by law. A Board member may participate in the Board Meeting by teleconference or video conference in accordance with applicable law and shall be entitled to vote but will not count towards a quorum.
 - (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 must be approved pursuant to subsection 1(c).
- (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 as well as sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized

by the Board. 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 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. The district's manager ("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 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 Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), 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 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 Chairman and Vice Chairman 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 of Supervisors 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.
- (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. Such committees shall conform to the applicable "Sunshine" laws outlined in Chapter 286, Florida Statutes.
- (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 and as required by law. The Board may also meet upon the call of the Chair or three Board Members. Nothing in the Rules shall prevent the Board from holding other meetings as it deems necessary or from canceling any regularly scheduled meeting. A previously noticed regular meeting may be cancelled, provided that notice of cancellation shall be given in substantially the same manner as notice for the meeting or in such other manner as may provide substantially equivalent notice of cancellation. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286, Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by Chapters 112 and 190, 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 official's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law and daughter-in-law.

- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected 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 written memorandum. 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 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(5090.011(15), Fla. Stat.

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

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting; and
 - (b) Official minutes of meetings, including adopted resolutions of the Board; and
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law; and
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports; and
 - (f) Adopted disclosure of public financing; and
 - (g) Limited Offering Memorandum for each financing undertaken by the District; and
 - (h) Proceedings, certificates, bonds given by all employees and any and all corporate acts; and
 - (i) District policies and rules; and
 - (1) 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. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Record of Proceedings," 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 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 in response to a public records request.
- (3) Service Contracts. Any contract for service shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge consistent with the current statutory rates per page for one-sided and two-sided copies of pages not more than 8 1/2 by 14 inches. For copies of public records in excess of the sizes listed above 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 \$1.00 per page or the current statutory rate, whichever is greater. 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 fee of \$30 per hour for supervisory assistance, \$20 per hour for clerical assistance, and the actual cost incurred for the use of information technology resources. 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 above special service fees shall apply. If the total fees, including but not limited to special service fees, are anticipated to exceed \$25.00, payment in advance by the person making the public records request is required.
- (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.

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

Stat. Law Implemented: §§ 190.006, 119.07

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 in accordance with applicable law. 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 language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service at 1(800) 955-8770, who can aid you in contacting the District Office?"
 - (e) The following 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 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."
- (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 a notice and an agenda of the

meeting/hearing/workshop. The notice and agenda shall be available to the public at least seventy-two hours before the meeting/hearing/workshop except in an emergency. For good cause, the agenda may be changed after it is first made available for distribution. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to Order / Roll Call
- Public Comments
- Business Administration
 - (a) Review of Minutes
 - (b) Review of Operation & Maintenance Expenditures
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) Operations Report
 - 1. Ponds and Wetlands
 - 2. Storm Drain System
 - 3. Roads
 - (c) District Manager
 - 1. Financial Report
- Specific items of old business
- Specific items of new business
- Supervisor's Requests and Comments
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Reauests. 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, may convene an emergency meeting of the Board without first having complied with subsections (1) and (3), to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's

website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation 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 shall be ratified by the Board at a regularly noticed meeting subsequently held.

- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment. The portion of the meeting reserved for audience comment shall be identified in the agenda. At the Chairperson's discretion, or at the discretion of the Vice-Chairman or Board member appointed pursuant to Rule 1.1(2)(e) above, each person wishing to address the Board may be subject to a three (3) minute time limit for their comments, in the interest of time and fairness to other speakers.
- (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 and may also require other action depending on auditor's requirements.
- (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 and Board members may participate in board meetings by teleconference / videoconference in conformance with applicable law; provided however, at least three Board members must be physically present at the meeting location to establish a quorum.
- (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. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members voting. 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; and
 - (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.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the District's 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 attorneys 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.

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

Law Implemented: §§ 190.006, 190.007, 190.008, 286.0105, Ha. 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 and the applicable provisions of Chapter 120 of the Florida Statutes. If Chapter 120 of the Florida Statutes is amended so that the provisions of Chapter 120 conflict with these Rules, Chapter 120 of the Florida Statutes shall control. 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 paragraph (3). Consequently, the notice of rule development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The notice of rule development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and 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 Chapter 120 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 a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in section 120.541(2), 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 both to the date on which and to the place where the notice of rule development that is required by subsection (2) 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 shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, 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. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (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 for the initiation of 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 substantial interest in the rulemaking. Not later than sixty (60) 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 art 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 subsection 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, above, 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, Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within 21 days after the date of publication of the notice described in paragraph 3 above, 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 paragraph 3 above 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 immediate danger to the public health, safety, or welfare exists which requires immediate action. 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 emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Chapter 120 of the Florida Statutes, except that any notices required under Chapter 120 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 10 days after receiving the petition, the District's Chairperson shall, if the petition complies with the requirements of paragraph (b), designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 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 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:
 - 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.

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

(a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:

- (i) The Rule from which a variance or waiver is requested.
- (ii) The type of action requested.
- (iii) The specific facts that would justify a waiver or variance for the petitioner.
- (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 District's 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 sixty (60) 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: §§ 190.0110090.011(15090.035), Fla. Stat.

Law Implemented; §§ 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, 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, F.S., between the District and a firm whereby the firm provides Professional Services to the District for projects in which the costs do not exceed one million dollars, for a study activity when the fee for such professional services to the District does not exceed \$50,000 or the current statutory amount if applicable, 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 legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or Professional Services (as defined in Section 287.055(2)(a) Florida Statutes and these Rules) or maintenance services. 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 Rule 3.5.
 - (d) A "Design-Build Firm" means a partnership, corporation or other legal entity that:

1. 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
2. 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.

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

A "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 proposal, 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) A "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 agency for the providing of 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 (e.g. 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 bidding 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.

- (l) "Invitation to Bid" is a written solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (i) "invitation to Negotiate" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) "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 Proposal, 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 Proposal, Invitation to Negotiate or Competitive Solicitation, the following:
 - 1. The ability and adequacy of the professional personnel employed by the entity/individual.
 - 2. The past performance of the entity/individual for the District and in other professional employment.
 - 3. The willingness of the entity/individual to meet time and budget requirements.
 - 4. The geographic location of the entity's/individual's headquarters or office in relation to the project.
 - 5. The recent, current and projected workloads of the entity/individual.
 - 6. The volume of work previously awarded to the entity/individual.
 - 7. Whether the cost components of the bid or proposal are appropriately balanced.
 - 8. Whether the entity/individual is a certified minority business enterprise.
- (l) "Negotiate" means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price.
- (m) "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 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.

- (n) "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 (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) which is for a cost to the District deemed reasonable by the Board.
- (o) "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.
- (p) "Request for Proposal" ("RFP") or "Request for Qualification" ("RFQ") is a written solicitation for sealed proposals or qualifications 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.
- (q) "Responsive Bid," "Responsive Proposal," "Responsive Reply" and "Responsive Response" means a bid, proposal, reply or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposal, Invitations to Negotiate or other competitive solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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

Rule 3.1 Procedure Under The Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, the negotiation of such contracts and providing for protest of actions of the Board under this Rule 3.1. As used in this *Rule* 3.1, "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, Florida Statutes, for CATEGORY FIVE (currently \$325,000.00), 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 (currently \$35,000.00), 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 federal licenses in good standing, if any.
 - (b) Hold all required applicable state professional licenses in good standing.
 - (c) If the consultant is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
 - (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. Consultants who provide their name and address to the District Manager

for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all qualifications in its sole and absolute discretion, whether or not reasonable, 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 above 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:
1. The ability and adequacy of the professional personnel employed by each consultant.
 2. Whether a consultant is a certified minority business enterprise.
 3. Each consultant's past performance.
 4. The willingness of each consultant to meet time and budget requirements.
 5. The geographic location of each consultant's headquarters, office and personnel in relation to the project.
 6. The recent, current and projected workloads of each consultant.
 7. 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) 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, facsimile, or overnight delivery service,. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.9 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 3.9.

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

- (1) Definitions.
 - (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473, 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 audit selection committee appointed by the Board as described in Subsection 3.2(2) of this Rule.
- (2) Establishment of Audit Committee. Prior to a public announcement under subsection 3.2(4) of this Rule that Auditing Services are required, the Board shall establish an audit 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 should include at least three individuals, some or all of whom may also serve as members of the District's Board of Supervisors. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board.
- (3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under Subsection 3.2(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 audit services to be provided by a certified public accounting firm duly 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 federal licenses in good standing, if any.
 - ii. Hold all required applicable state professional licenses in good standing.
 - iii. If the proposer is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
 - 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. understanding of scope of work,
 - iv. ability to furnish the required services, and
 - v. 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 Subsection 3.2(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 Proposal. The Committee shall provide interested firms with a request for proposal ("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.
- (4) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to Subsection 3.2(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.
- (5) 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 most qualified firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified 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.
- 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 in its sole and absolute discretion whether or not reasonable. 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.

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 the deadline for the auditor to submit a preliminary draft audit report to the District for review, which, unless it is in the best interests of the District to establish a different deadline, shall be no later than July 1 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. A renewal may be

done without the use of the auditor selection procedures provided in this Rule, but must be in writing.

- (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, facsimile or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.9 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 Section shall be as provided for in Rule 3.9. 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: § 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 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. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (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 in its sole and absolute discretion, whether or not reasonable, and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by 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 by 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 3.9.

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 in section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. 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 \$250,000. The notice shall allow at least (twenty-one) 21 days for submittal of qualifications for construction services estimated to cost over \$250,000 and thirty (30) days for construction services estimated to cost over \$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, 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:

1. Hold the required applicable state professional licenses In good standing.
2. Hold all required applicable federal licenses in good standing, if any.
3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation.
4. 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 of Supervisors, 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, in the District's sole and absolute discretion, whether or not reasonable, to be in the best interests 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, 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 3.9 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 by the Rules of the District; 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 255.20(1)(b), Florida Statutes.

Specific Authority: §§ 190.011(5)490.011(1A Fla. Stat.

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts.

I. 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, 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, 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, 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 Proposal, Invitation to Negotiate or Competitive Solicitation.
 - (b) Notice of 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 \$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, hand delivery, facsimile or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in

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

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

Any contractor that has been found guilty by a court of any violations of federal labor or employment tax 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 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 in accordance with applicable law 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 or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented

after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposal, 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 Proposal, 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, in the District's sole and absolute discretion, whether or not reasonable, to be in the best interests 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, 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 3.9 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 3.9.
- (k) If less than three 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 take whatever steps reasonably necessary in order to proceed with the procurement of construction services, which steps may include 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) 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.
- (5) Exceptions. Rule 3.5 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) when 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.

II. DESIGN-BUILD CONTRACTS.

(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 subsection 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 using Section 3.1, Procedure under Consultants' Competitive Negotiations Act. 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 subsection 287.055(9) of the Florida Statutes, or pursuant to the qualifications based selection process pursuant to Rule 3.1.
 - 1. 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.
 - 2. 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:
 - a. 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 \$500,000 must be noticed at least thirty (30) days prior to the date for submittal of proposals.
 - b. 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, 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.

- c. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - (i) Hold the required applicable state professional license(s) in good standing, as defined by subsection 287.055(2)(h) of the Florida Statutes;
 - (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 Florida in accordance with Chapter 607, Florida Statutes, if the proposer is a corporation;
 - (iv) 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 violations of federal labor or employment tax 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.

- d. The proposals shall be publicly opened in accordance with applicable law. 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.
- e. The Board shall have the right, in its sole and absolute discretion, whether or not reasonable, to reject all proposals if rejection is determined to be in the best

interests of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

- f. If less than three proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals are received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of design-build services, which steps may include a direct purchase of the design-build services without further competitive selection processes.
- g. 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, facsimile, or overnight delivery service,. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.9 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 3.9.
- h. 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. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. 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.
- g. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

- h. 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.

Specific Authority: §4190.011(5),190.011(15), Fla. Stat.

Law Implemented: §§ 190.033; 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Goods, Supplies and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies or materials exceeding the amount provided in Section 287.017, 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, a Request for Proposals, an 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, 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:
 1. Hold the required applicable state professional licenses in good standing.
 2. Hold all required applicable federal licenses in good standing, if any.

3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation.
4. 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 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 after opening. 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 nonmaterial 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 Proposal, 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, in the District's sole and absolute discretion, whether or not

reasonable, to be in the best interests 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, 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 3.9 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 3.9.
 - (k) If less than three 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 take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials, which steps may include 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. 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 3.6 may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
- (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: i§ 190.033, 287.017, Fla. Stat.

Rule 3.7 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, 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, a Request for Proposals, an 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, 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:
 1. Hold the required applicable state professional licenses in good standing.

 2. Hold all required applicable federal licenses in good standing, if any.

3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation.
4. 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 Proposal, 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 after opening. 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 Proposal, 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, in the District's sole and absolute discretion, whether or not

reasonable, to be in the best interests 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, 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 3.9 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 3.9.
 - (k) If less than three 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 take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, which steps may include 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 3.7 may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
 - (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(5090.011(15)0.90.033, Fla. Stat.
Law Implemented: §§ 190.033, 287.017, Fla. Stat.

Rule 3.8 Contractual Services.

- (1) 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, a Request for Proposal, an Invitation to Negotiate or a 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 entered into pursuant to this Rule 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: 5§ 190.011(3), 190.033, Fla. Stat.

Rule 3.9 **Protests *With Respect To* Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, and 3.7.**

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, and 3.7 shall be in accordance with this Rule 3.9.

(1) **Filing.**

- (a) With respect to a protest regarding qualifications, specifications, documentation or other requirements contained in a Request for Qualifications, Request for Proposal, 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 Proposal, 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) above, 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, or 3.7 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 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, or 3.7, the Board may require any person who files a notice of protest to post a protest bond in the amount equal to 1% of the anticipated contract amount that is the subject of the protest or \$5,000 whichever is greater.

In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall *be* applied towards the District's costs, *expenses* and attorney's *fees* associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing the delay incident to protest proceedings will jeopardize the award of the contract, 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 signed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may (but is not obligated to) schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, 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 above (if available), the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
- a. Administer oaths and affirmations;
 - b. Rule upon offers of proof and receive relevant evidence;
 - c. Regulate the course of the hearing, including any pre-hearing matters;
 - d. Enter orders; and
 - e. Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately

stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect or an irregularity in the competitive solicitation process, 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 and any protest bonds shall be returned.
- (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, Ha. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective April 3, 2014.
Updated May 5, 2016. Updated June 5, 2017.

Specific Authority: 4b 190.011(5), 190.011(15), Fla. Stat. Law
Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

**HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT
PARKING POLICIES STATEMENT AND
RESERVATION OF AMENDMENT POWER**

The Board of Supervisors of Heritage Lake Park Community Development District (hereinafter referred to as the "District") reserves the right to amend, at any time, the policies contained herein at its sole and absolute discretion.

NOTICE

Failure to comply with the policies stated herein may possibly result in towing / removal of the violating personal property (Watercraft, Trailer, RV, etc.) or vehicle (car, truck, motorcycle) at owner's expense.

Park At Your Own Risk: The District assumes no liability for any theft, vandalism and / or damage that might occur to personal property and / or vehicles parked on its property.

In the event theft, vandalism and / or damage occur to either personal property or vehicles, affected owners are advised to contact the local law enforcement. In the event theft, vandalism and / or damage occur, District staff will not contact local law enforcement on behalf of affected owners.

SECTION I: DESIGNATED PARKING AREAS

Street Parking:

- NO PARKING permitted on District owned streets unless pre-approved.

Clubhouse Area Parking Lot:

- Parking for recreational facilities users and District staff, employees and vendors / consultants only as space allows during the hours between 6:00 a.m. – 11:00 p.m.
- NO OVERNIGHT PARKING permitted for a period of four (4) hours or more after 11:00 p.m. and before 6:00 a.m. unless pre-approved.
- Commercial vehicles are never allowed to park overnight (as defined above) on District owned property.
- There is no extended vehicle parking allowed under the front entrance canopy to the clubhouse or the entire front entry circle.
- Bicycles are to be placed in designated bike racks.

Other District Common Areas:

- Parking for District staff, employees and vendors / consultants only (active project or construction related activities).
- NO OTHER PARKING permitted.

SECTION II: PARKING EXCEPTIONS / SPECIAL DISPENSATION AND CIRCUMSTANCES

1. Parking exceptions will be granted by way of written correspondence from the District.
 - a. No verbal grants of authority will be issued or be held valid.
 - b. It is the responsibility of the person(s) requesting a parking exception to secure all necessary documentation and approvals.
 - c. Failure to secure all necessary documentation and approvals will result in the towing and / or removal of the vehicle and / or personal property from the premises.
2. Issuance of Written Exception Notice.
 - a. Copy of Notice to be placed on highly visible area of the vehicle and / or personal property for which exception was granted.
 - b. Digital photograph of item (to include identifying license plates or registration numbers if / whenever possible) for which exception was granted.
 - c. Location of vehicle and / or personal property (as described above).
 - d. Reason and special terms of parking exception.
 - e. Date and time of written exception notice issuance.
 - i. Long date format (e.g., Tuesday, November 8, 2016)
 - ii. 24 hour clock format (e.g., 16:30)
 - f. Date and time of written exception notice expiration.
 - i. Long date format (e.g., Tuesday, November 15, 2016)
 - ii. 24 hour clock format (e.g., 16:30)
 - g. Contact information of the District.
 - h. Signature of owner.
3. No parking exceptions will be granted for periods exceeding seven (7) days.
4. Upon expiration of the Written Exception Notice, owner will have 24 hours to remove the vehicle and / or personal property in accordance with the policies stated herein.
 - a. Failure to remove the vehicle and / or personal property within the stated timeframe will result in the commencement of towing and removal procedures covered in Section III of this document.

SECTION III: TOWING / REMOVAL PROCEDURES

1. Signage and Language Compliance
 - a. The appropriate towing signage and verbiage will be posted on District property in conformance with applicable Florida Statutes.
2. Towing / Removal Discretion Authority
 - a. Prior to any towing or removal action being taken by anyone other than the District's management, the authorized individuals must first contact the District Manager for verification that no exceptions were granted for the subject personal property or vehicle.
 - b. The District Manager is to be copied on any written correspondence permitting / granting parking exceptions.
3. Issuance of Written Warning Notice.
 - a. Notice to be placed on highly visible area of violating personal property and / or vehicle.
 - b. Digital photograph of violating personal property or vehicle (to include identifying license plates or registration numbers if / whenever possible).
 - c. Location of personal property and / or vehicle violation (as described above).
 - d. Description of violation.
 - e. Date and time of Written Warning Notice issuance
 - i. Long date format (e.g., Tuesday, November 8, 2016)
 - ii. 24 hour clock format (e.g., 16:30)
 - f. Date of potential personal property and / or vehicle tow / removal, if not removed.
 - i. Long date format (e.g., Tuesday, November 15, 2016)
 - ii. 24 hour clock format (e.g., 16:30)
 - g. Contact information of District.
4. Owner will have 24 hours from issuance of Written Warning Notice (date and time) to remove the violating personal property and / or vehicle.
 - a. The following information will be kept on file at the District:
 - i. Copy of Written Warning Notice issuance
 1. Date and time of Written Warning Notice issuance
 - a. Long Date Format (e.g., Tuesday, November 8, 2016)
 - b. 24 Hour Clock format (e.g., 16:30)
 2. Log of date the personal property and / or vehicle was towed / removed
 - a. Long Date Format (e.g., Wednesday, November 16, 2016)
 - b. 24 Hour Clock format (e.g., 16:40)
 - ii. Digital photograph of violating personal property and / or vehicle

5. Tow / Removal Appeal and Cost Reimbursement.
 - a. Any person(s) has the right to dispute and request cost reimbursement for a tow and / or removal action by appealing to the Board of Supervisors of the District.
 - i. An appeal must be submitted in writing to the District for placement on the next regularly scheduled District meeting agenda.
 - ii. The District must be in receipt of such appeal no fewer than ten (10) calendar days prior to the next regularly scheduled District meeting.
 - b. Any person(s) appealing a tow and / or removal action will be governed by the following conditions:
 - i. Must be physically present at meeting in which the appeal will be heard by the Board of Supervisors.
 1. Failure of attendance will result in dismissal of appeal with no resubmission on future District agenda docket.
 - ii. Argument and basis for appeal will be limited to five (5) minutes per account.
 - iii. Must furnish own copies of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
 - c. The District's Board of Supervisors reserves the right to grant or deny any appeal and cost reimbursement at its sole and absolute discretion.
 - i. District action(s) will be resolved by way of successful Board motion.