Your Community.
Our Commitment.

CABOT CITRUS FARMS

COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Date/Time:
Wednesday
November 4, 2026
10:00 a.m.

Location:
Cabot Citrus Farms
15801 Hebron Church Rd.
Brooksville, FL 34614

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

CABOT CITRUS FARMS
COMMUNITY DEVELOPMENT DISTRICT
c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132

Board of Supervisors
Cabot Citrus Farms Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Cabot Citrus Farms Community Development District is scheduled for **Wednesday, November 4, 2026** at **10:00 a.m.** at **Cabot Citrus Farms, 15801 Hebron Church Rd., Brooksville, FL 34614**.

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact the District Manager at (321) 263-0132 or kdarin@vestapropertyservices.com. We look forward to seeing you at the meeting.

Sincerely,

Kyle Darin

Kyle Darin
District Manager

CC: Attorney
Engineer
District Records

CABOT CITRUS FARMS

COMMUNITY DEVELOPMENT DISTRICT

Meeting Type: Regular
Meeting Date: Wednesday, November 4, 2026
Time: 10:00 a.m.
Location: Cabot Citrus Farms
15801 Hebron Church Road
Brooksville, FL 34614

Join meeting via computer or mobile app
Dial-in Number: 904-348-0776
Phone Conference ID: 862 156 243#
(Mute/Unmute: *6)
(Raise/Lower Hand: *5)

Agenda

For the full agenda packet, please contact: sconley@vestapropertyservices.com

FIRST ORDER OF BUSINESS: **ROLL CALL** Time:

Rick Kelso (1) Marcus Motes (2 C) Harmon Barton (3)

Thomas Leach (4 VC) Steve Blake (5)

SECOND ORDER OF BUSINESS: **AUDIENCE COMMENTS – AGENDA ITEMS**
(Limited to 3 Minutes per Individual for Agenda Items)

THIRD ORDER OF BUSINESS: **LANDOWNERS' ELECTION RESULTS**

A. Adopption of **Resolution 2027-01, Canvassing and Certifying Landowner Election Results** EXHIBIT 1

B. Administration of Oaths of Office EXHIBIT 2

C. Overview of Sunshine Law & Code of Ethics EXHIBIT 3

D. Review of Financial Disclosure Forms EXHIBIT 4

E. Adoption of **Resolution 2027-02, Designating Officers** EXHIBIT 5

FOURTH ORDER OF BUSINESS: **RULES OF PROCEDURE**

A. **Public Hearing on Revised Rules of Procedure**

1. Open Public Hearing
2. Presentation of Revised Rules of Procedure EXHIBIT 6
3. Public Comments
4. Close Public Hearing

B. Adoption of **Resolution 2027-03, Adopting Revised Rules of Procedure** EXHIBIT 7

FIFTH ORDER OF BUSINESS: **STAFF REPORTS**

A. District Counsel – *Michael Eckert, Kutak Rock*

1. Acceptance of Special Warranty Deed (Phase 1 Drainage Tract) EXHIBIT 8

B. District Engineer – *Ford Manuel, Coastal Engineering*

C. District Manager – *Kyle Darin, Vesta District Services*

SIXTH ORDER OF BUSINESS: **CONSENT AGENDA**

A. Approval of the Minutes of the Board of Supervisors Regular Meeting Held August 12, 2026 EXHIBIT 9

B. Acceptance of the Unaudited September 2026 Financial Statements EXHIBIT 10

C. Ratification of General Funding Requests 2026-11 – 2026-13, & 2027-01 Rev. EXHIBIT 11

D. Ratification of Norlee Group Agreement for Phase 1D FKA Iron Range Lighting Design and Construction Work EXHIBIT 12

SEVENTH ORDER OF BUSINESS: **SUPERVISOR REQUESTS**

EIGHTH ORDER OF BUSINESS: **AUDIENCE COMMENTS – NEW BUSINESS**
(Limited to 3 Minutes per Individual)

NINTH ORDER OF BUSINESS: **NEXT MEETING QUORUM CHECK**

__ Rick Kelso (1)
__ Marcus Motes (2 C)
__ *Harmon Barton* (3)
__ *Thomas Leach* (4 VC)
__ *Steve Blake* (5)

10:00 a.m.
Wednesday, December 9, 2026
Cabot Citrus Farms
15801 Hebron Church Road
Brooksville, FL 34614

AGENDA DEADLINE
Noon – December 1, 2026

TENTH ORDER OF BUSINESS: **ADJOURNMENT** Time:

CABOT CITRUS FARMS

COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 1

III. LANDOWNERS' ELECTION RESULTS

A. Resolution 2027-01

Canvassing and Certifying Landowner Election Results

RESOLUTION 2027-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CABOT CITRUS FARMS COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CABOT CITRUS FARMS COMMUNITY DEVELOPMENT DISTRICT:

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

_____	Seat 1	Votes _____
_____	Seat 2	Votes _____
_____	Seat 3	Votes _____
_____	Seat 4	Votes _____
_____	Seat 5	Votes _____

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes,* and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

_____	4 Year Term (2030)
_____	4 Year Term (2030)
_____	2 Year Term (2028)

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 4th day of November 2026.

ATTEST**:**

CABOT CITRUS FARMS COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson/Vice Chairperson, Board of Supervisors

CABOT CITRUS FARMS

COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 2

III. LANDOWNERS' ELECTION RESULTS

B. Oaths of Office

Cabot Citrus Farms Community Development District
Board of Supervisors Oath of Office

I, _____, a citizen of the United States of America, a resident of the State of Florida, having been elected as a Supervisor of the District and a recipient of public funds on behalf of the District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of the State of Florida, and will faithfully, honestly, and impartially discharge the duties devolving upon me in the office of Supervisor of Cabot Citrus Farms Community Development District, located in Hernando County, Florida.

_____
Signature

_____
Date

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing oath was administered before me by means of physical presence, this _____ day of _____, 20___ by _____, who is ☐ personally known to me or ☐ who has produced _____as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Cabot Citrus Farms Community Development District and acknowledged to and before me that she/he took said oath for purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

_____
Notary Public State of Florida

_____
(Print, Type or Stamp Commissioned Name of
Notary Public and the Date the Commission Expires)

OATH OF OFFICE

(Art. II. § 5(b), Fla. Const.; § 92.50, Florida Statutes)

STATE OF FLORIDA

County of _____

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

_____

(Full Name of Office – Abbreviations Not Accepted)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words "so help me God." *See* § 92.52, Fla. Stat.]

Signature _____

Sworn to and subscribed before me by means of physical presence ☐ *OR online notarization* ☐ *this _____ day of _____, 20____.*

_____

Signature of Officer Administering Oath or of Notary Public

(To be completed only by judges administering oath– see § 92.50, Florida Statutes.)

_____
Print Name

_____
Title

_____
Court

(To be completed by officer administering oath, other than judges – see § 92.50, Florida Statutes.)

Affix Seal Below

Personally Known ☐ *OR Produced Identification* ☐

Type of Identification Produced _____

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: Home ☐ Office ☐

_____
Street or Post Office Box

_____
City, State, Zip Code

_____
Print Name

_____
Signature

CABOT CITRUS FARMS

COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 3

III. LANDOWNERS' ELECTION RESULTS

C. Sunshine Law & Code of Ethics Overview

Refer to

https://www.myfloridalegal.com/sites/default/files/government-in-the-sunshine-manual.pdf

Provisions are summarized as follows.

- **What is the Sunshine Law?**
  Florida's Government-in-the-Sunshine law provides a right of access to governmental proceedings at both the state and local levels. It applies to any gathering of two or more members of the same board to discuss some matter which will foresee ably come before that board for action. There is also a constitutionally guaranteed right of access. Virtually all state and local collegial public bodies are covered by the open meetings requirements with the exception of the judiciary and the state Legislature which has its own constitutional provision relating to access.
- **What are the requirements of the Sunshine law?**
  The Sunshine law requires that 1) meetings of boards or commissions must be open to the public; 2) reasonable notice of such meetings must be given, and 3) minutes of the meeting must be taken.
- **What agencies are covered under the Sunshine Law?**
  The Government-in-the-Sunshine Law applies to "any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation or political subdivision." Thus, it applies to public collegial bodies within the state at both the local as well as state level. It applies equally to elected or appointed boards or commissions.
- **Are federal agencies covered by the Sunshine Law?**
  Federal agencies operating in the state do not come under Florida's Sunshine law.
- **Does the Sunshine Law apply to the Legislature?**
  Florida's Constitution provides that meetings of the Legislature be open and noticed except those specifically exempted by the Legislature or specifically closed by the Constitution. Each house is responsible through its rules of procedures for interpreting, implementing and enforcing these provisions. Information on the rules governing openness in the Legislature can be obtained from the respective houses.
- **Does the Sunshine Law apply to members-elect?**
  Members-elect of public boards or commissions are covered by the Sunshine law immediately upon their election to public off ice.
- **What qualifies as a meeting?**
  The Sunshine law applies to all discussions or deliberations as well as the formal action taken by a board or commission. The law, in essence, is applicable to any gathering, whether formal or casual, of two or more members of the same board or commission to discuss some matter on which foreseeable action will be taken by the public board or commission. There is no requirement that a quorum be present for a meeting to be covered under the law.
- **Can a public agency hold closed meetings?**
  There are a limited number of exemptions which would allow a public agency to close a meeting. These include, but are not limited to, certain discussions with the board's attorney over pending litigation and portions of collective bargaining sessions. In addition, specific portions of meetings of some agencies (usually state agencies) may be closed when those agencies are making probable cause determinations or considering confidential records.
- **Does the law require that a public meeting be audio taped?**
  There is no requirement under the Sunshine law that tape recordings be made by a public board or commission, but if they are made, they become public records.
- **Can a city restrict a citizen's right to speak at a meeting?**
  Public agencies are allowed to adopt reasonable rules and regulations which ensure the orderly conduct of a public meeting and which require orderly behavior on the part of the public attending. This includes limiting the amount of time an individual can speak and, when a large number of people attend and wish to speak, requesting that a representative of each side of the issue speak rather than every one present.
- **As a private citizen, can I videotape a public meeting?**
  A public board may not prohibit a citizen from videotaping a public meeting through the use of nondisruptive video recording devices.
- **Can a board vote by secret ballot?**
  The Sunshine law requires that meetings of public boards or commissions be "open to the public at all times." Thus, use of preassigned numbers, codes or secret ballots would violate the law.
- **Can two members of a public board attend social functions together?**
  Members of a public board are not prohibited under the Sunshine law from meeting together socially, provided that matte[illegible]h may come before the board are not discussed at such gatherings.
- **What is a public record?**
  The Florida Supreme Court has determined that public records are all materials made or received by an agency in connection with official business which are used to perpetuate, communicate or formalize knowledge. They are not limited to traditional written

documents. Tapes, photographs, films and sound recordings are also considered public records subject to inspection unless a statutory exemption exists.

- **Can I request public documents over the telephone and do I have to tell why I want them?**
  Nothing in the public records law requires that a request for public records be in writing or in person, although individuals may wish to make their request in writing to ensure they have an accurate record of what they requested. Unless otherwise exempted, a custodian of public records must honor a request for records, whether it is made in person, over the telephone, or in writing, provided the required fees are paid. In addition, nothing in the law requires the requestor to disclose the reason for the request.
- **How much can an agency charge for public documents?**
  The law provides that the custodian shall furnish a copy of public records upon payment of the fee prescribed by law. If no fee is prescribed, an agency is normally allowed to charge up to 15 cents per one-sided copy for copies that are 14" x 8 1/2" or less. A charge of up to $1 per copy may be assessed for a certified copy of a public record. If the nature and volume of the records to be copied requires extensive use of information technology resources or extensive clerical or supervisory assistance, or both, the agency may charge a reasonable service charge based on the actual cost incurred.
- **Does an agency have to explain why it denies access to public records?**
  A custodian of a public record who contends that the record or part of a record is exempt from inspection must state the basis for that exemption, including the statutory citation. Additionally, when asked, the custodian must state in writing the reasons for concluding the record is exempt.
- **When does a document sent to a public agency become a public document?**
  As soon as a document is received by a public agency, it becomes a public record, unless there is a legislatively created exemption which makes it confidential and not subject to disclosure.
- **Are public employee personnel records considered public records?**
  The rule on personnel records is the same as for other public documents ... unless the Legislature has specifically exempted an agency's personnel records or authorized the agency to adopt rules limiting public access to the records, personnel records are open to public inspection. There are, however, numerous statutory exemptions that apply to personnel records.
- **Can an agency refuse to allow public records to be inspected or copied if requested to do so by the maker or sender of the documents?**
  No. To allow the maker or sender of documents to dictate the circumstances under which documents are deemed confidential would permit private parties instead of the Legislature to determine which public records are public and which are not.
- **Are arrest records public documents?**
  Arrest reports prepared by a law enforcement agency after the arrest of a subject are generally considered to be open for public inspection. At the same time, however, certain information such as the identity of a sexual battery victim is exempt.
- **Is an agency required to give out information from public records or produce public records in a particular form as requested by an individual?**
  The Sunshine Law provides for a right of access to inspect and copy existing public records. It does not mandate that the custodian give out information from the records nor does it mandate that an agency create new records to accommodate a request for information.
- **What agency can prosecute violators?**
  The local state attorney has the statutory authority to prosecute alleged criminal violations of the open meetings and public records law. Certain civil remedies are also available.
- **What is the difference between the Sunshine Amendment and the Sunshine Law?**
  The Sunshine Amendment was added to Florida's Constitution in 1976 and provides for full and public disclosure of the financial interests of all public officers, candidates and employees. The Sunshine Law provides for open meetings for governmental boards
- **How can I find out more about the open meetings and public records laws?**
  Probably the most comprehensive guide to understanding the requirements and exemptions to Florida's open government laws is the Government-in-the-Sunshine manual compiled by the Attorney General's Office. The manual is updated each year and is available for purchase through the First Amendment Foundation in Tallahassee. For information on obtaining a copy, contact the **First Amendment Foundation at (850) 224-4555**.

CABOT CITRUS FARMS

COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 4

III. LANDOWNERS' ELECTION RESULTS

D. Financial Disclosure Instructions & Sample Form

2025 Form 1 Instructions Statement of Financial Interests

Notice

The annual Statement of Financial Interests is due July 1. If the annual form is not submitted via the electronic filing system created and maintained by the Commission by September 1, an automatic fine of $25 for each day late will be imposed, up to a maximum penalty of $1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding $20,000. [s. 112.317, F.S.]

Instructions for Completing and Filing Form 1 Statement of Financial Interests

WHEN TO FILE: ***Initially***, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2025.

WHO MUST FILE FORM 1:

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding $35,000 for the local governmental unit.
8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding $35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions

and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[112.3145(3)(b)1, F.S]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such

as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded $2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

If disclosure of a primary source of income will place you in violation of confidentiality or privilege pursuant to law or rules governing attorneys, you may write "Legal Client" in each of the disclosure fields without providing any further information.

Examples:

- If you were employed by a company that manufactures computers and received more than $2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded $2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded $2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than $2,500. Do not aggregate all of your investment income.
- If more than $2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser’s identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than $2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts,

etc., at that institution), list the name of the institution, its address, and its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**
2. You received more than $5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

If disclosure of a secondary source of income will place you in violation of confidentiality or privilege pursuant to law or rules governing attorneys, you should disclose the name of the business entity for which your ownership and gross income exceeded the two thresholds above, and then write "Legal Client" in the remaining disclosure fields without providing any further information.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than $5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name

of the uniform rental company, its address, and its principal business activity (uniform rentals).

- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by its market value for ad valorem tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than $10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes

investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than $10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officer of an independent special district, including any person appointed to fill a vacancy on an elected independent special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

CE FORM 1 - Effective: January 1, 2026

Incorporated by reference in Rules 34-8.001 and 34-8.202, F.A.C



General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2025.

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over $2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

E-FILING SAMPLE

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write “none” or “n/a”)

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write “none” or “n/a”)

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over $10,000)
(If you have nothing to report, write “none” or “n/a”)

Type of Intangible	Business Entity to Which the Property Relates

E-FILING SAMPLE

Liabilities

LIABILITIES (Major debts valued over $10,000):
(If you have nothing to report, write “none” or “n/a”)

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write “none” or “n/a”)

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

E-FILING SAMPLE

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

CABOT CITRUS FARMS

COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 5

III. LANDOWNERS' ELECTION RESULTS

E. Resolution 2027-02

Designating Officers

RESOLUTION 2027-02

A RESOLUTION ELECTING THE OFFICERS OF THE CABOT CITRUS FARMS COMMUNITY DEVELOPMENT DISTRICT, HERNANDO COUNTY, FLORIDA.

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CABOT CITRUS FARMS COMMUNITY DEVELOPMENT DISTRICT:

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

Chairperson	Marcus Motes
Vice Chairperson	_____
Secretary	Kyle Darin
Assistant Secretary	Rick Kelso
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	Heath Beckett
Assistant Secretary	Shirley Conley
Treasurer	Chrissy Richie
Assistant Treasurer	Scott Smith
Assistant Treasurer	Bridgett Alexander

PASSED AND ADOPTED this 4th day of November 2026.

ATTEST:

CABOT CITRUS FARMS COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson/Vice Chairperson, Board of Supervisors

CABOT CITRUS FARMS

COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 6

IV. RULES OF PROCEDURE

A.2. Revised Rules of Procedure

RULES OF PROCEDURE
CABOT CITRUS FARMS COMMUNITY DEVELOPMENT DISTRICT
RULE NO. CCF-R0007

EFFECTIVE AS OF NOVEMBER 4, 2026

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Rule 1.0 General.

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

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

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Adopted engineer's reports;

(e) Adopted assessment methodologies/reports;

(f) Adopted disclosure of public financing;

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

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

(i) District policies and rules;

(j) Fiscal year end audits; and

(k) Adopted budget for the current fiscal year.

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

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

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

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

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

(d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 321-263-0132 x742 . If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

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

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

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

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

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

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

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

Adjournment

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

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

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

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

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

(11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

(a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

(b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

(c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

(b) Florida Statutes; and

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

(d) Support economical and efficient operations; and

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

(f) Safeguard assets.

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

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

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A "**rule**" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

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

(a) Contain only one subject;

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

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

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

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

(4) Notice of Rule Development.



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

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

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

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

(iv) The law being implemented;

(v) The proposed rule number; and

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

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

(5) Notice of Rulemaking.

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

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

(ii) The proposed rule number;

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

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

(vi) The law being implemented or interpreted;

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



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

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

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

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

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

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

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

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

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



mail address, and may be required to pay the cost of copying and mailing as applicable.

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

(6) Modification of Rules.

(a) Technical Changes.

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

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

(b) Substantive Changes.

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

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

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

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

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

(7) Withdrawal of Proposed Rules.

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

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

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

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

(8) Rule Development Workshops.

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

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

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

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

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

(iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

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

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

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

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

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District



shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

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

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

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

(10) Public Hearing.

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

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

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

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



(11) Emergency Rule Adoption.

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

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

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

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

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

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



District is located and shall include the specific facts and reasons for such renewal.

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

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

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

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

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

(ii) The rule number; and

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

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

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

(a) A copy of the rule;

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

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

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

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

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

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

(14) Petitions to Challenge Rules.

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

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

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

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

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

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

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

(i) Administer oaths and affirmations;

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

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

(iv) Enter orders; and

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

(f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In

the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

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

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

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

(i) The rule from which a variance or waiver is requested;

(ii) The type of action requested;

(iii) The specific facts that would justify a waiver or variance for the petitioner; and

(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

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

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



Rule 3.0 Competitive Purchase.

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

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

(3) Definitions.

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

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

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

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

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



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

(4) Competitive Selection.

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

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

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

(iii) Each consultant's past performance;

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

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

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

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

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

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

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

(5) Competitive Negotiation.

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

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

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

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



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

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

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

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



Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. "**Auditing Services**" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

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

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

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

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

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

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

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

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

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

(i) Ability of personnel;

(ii) Experience;

(iii) Ability to furnish the required services; and

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

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

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

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

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

(6) Board Selection of Auditor.

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

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

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

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

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

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

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

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

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

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

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

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

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



Rule 3.3 Purchase of Insurance.

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

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

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

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

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

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

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

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

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



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

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

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

Rule 3.4 Pre-qualification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Suspension, Revocation, or Denial of Qualification

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

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

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

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

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

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

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

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

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

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

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

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

(xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

(xii) The vendor or affiliate(s) has been convicted of a contract crime.

1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

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

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

(i) Impacts on project schedule, cost, or quality of work;

(ii) Unsafe conditions allowed to exist;

(iii) Complaints from the public;

(iv) Delay or interference with the bidding process;

(v) The potential for repetition;

(vi) Integrity of the public contracting process;

(vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.



(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

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

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

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

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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



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

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

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



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

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

(3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

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

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

(6) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.



Rule 3.6 Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

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



1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

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

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

    a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

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

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

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

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

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

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

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

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

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

(4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

(1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

(2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

(3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding $200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "**goods, supplies, and materials**" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

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

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



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

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of



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

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

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

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

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

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

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

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

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

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of



the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

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

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

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

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

(1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

(2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

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

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

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

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

(c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

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

(d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

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

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

(d) Enter orders; and

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

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

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

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective November 4, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

CABOT CITRUS FARMS

COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 7

IV. RULES OF PROCEDURE

B. Resolution 2027-03

Adopting Revised Rules of Procedure

RESOLUTION 2027-03

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CABOT CITRUS FARMS COMMUNITY DEVELOPMENT DISTRICT:

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

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

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

PASSED AND ADOPTED this 4th day of November, 2026.

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

Exhibit A: Rules of Procedure

EXHIBIT A:

RULES OF PROCEDURE

CABOT CITRUS FARMS

COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 8

V. STAFF REPORTS

A.1. Special Warranty Deed

(Phase 1 Drainage Tract)

Instr #2026071188 BK: 4774 PG: 1823, Filed & Recorded: 10/19/2026 12:01 PM CAS Deputy Clk, #Pgs:3
Doug Chorvat, Jr.,Clerk of the Circuit Court Hernando CO FL Rec Fees: $27.00 Deed Doc Stamp: $0.70

RECORDING REQUESTED BY
AND RETURN TO:

Foley & Lardner LLP
100 North Tampa Street, Suite 2700
Tampa, Florida 33602
Attn: Dakota A. Woll, Esq.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made and entered into effective as of this 6th day of October, 2026, by **CABOT CITRUS OPCO LLC**, a Delaware limited liability company ("Grantor"), whose address is 17590 Ponce de Leon Boulevard, Brooksville, Florida 34614, to and in favor of **CABOT CITRUS FARMS COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("Grantee"), whose address is 17590 Ponce de Leon Boulevard, Brooksville, Florida 34614.

WITNESSETH:

THAT, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee all that certain land situated in Hernando County, Florida and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Land"), together with the improvements constructed thereon, if any (the "Improvements;" the Land and the Improvements hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no one else.

THIS CONVEYANCE IS SUBJECT TO the lien of current ad valorem real property taxes not yet due and payable, and subject to all easements, restrictions, covenants, encumbrances and reservations record (including, but not limited to, each of the foregoing which may be created by or otherwise set forth in that certain Declaration of Covenants, Conditions and Restrictions of the Cabot Citrus Farms Community recorded in Official Records Book 4404, Page 473 of the Public Records of Hernando County, Florida, as amended and/or otherwise modified from time to time); however, this reference thereto shall not operate to reimpose the same.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on the date first above written.

WITNESSES:

Witness Signature

Printed Name: Lindsey O'Shea

Address: 569 Broadview Ave. Toronto

Witness Signature

Printed Name: KEN PURDY

Address: 426 ST. CLAIR AVE. E. TORONTO

GRANTOR:

CABOT CITRUS OPCO LLC,
a Delaware limited liability company

By: CDH CITRUS CO., a Delaware corporation, its manager

By: _____
Name: Benjamin Cowan-Dewar
Title: Chief Executive Officer

~~STATE~~ Province OF Ontario

~~COUNTY~~ City OF Toronto

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, 6th day of October, 2026, by Benjamin Cowan-Dewar, as Chief Executive Officer of CDH Citrus Co., the Manager of Cabot Citrus OpCo LLC, a Delaware limited liability company, on behalf of the company. He is ☑ personally known to me or ☐ has produced _____, as identification.

(NOTARIAL SEAL)

NOTARY PUBLIC
Notary Public, ~~State~~ Province of Ontario
Print Name: Jordan Adler
My commission expires: N/A

[Signature page to Special Warranty Deed]

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Drainage Tract, as shown and described on that certain Plat of Cabot Citrus Farms Phase I, recorded in Plat Book 45, Pages 26 through 31, inclusive, of the Public Records of Hernando County, Florida.

CABOT CITRUS FARMS

COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 9

VI. CONSENT AGENDA

A. August 12, 2026 Regular Meeting Minutes

MINUTES OF MEETING
CABOT CITRUS FARMS
COMMUNITY DEVELOPMENT DISTRICT

The Meeting of the Board of Supervisors of the Cabot Citrus Farms Community Development District was held on Wednesday, August 12, 2026, at 10:00 a.m., at the Cabot Citrus Farms, 15801 Hebron Church Road, Brooksville, FL 34614. The actions taken are summarized as follows:

FIRST ORDER OF BUSINESS: ROLL CALL

Mr. Beckett called the meeting to order at 10:04 a.m. and conducted roll call.

Present and constituting a quorum were:

Marcus Motes (S2)	Board Supervisor, Chair
Rick Kelso (S1)	Board Supervisor, Assistant Secretary
Harmon Barton	Board Supervisor, Assistant Secretary
Steve Blake (S5)	Board Supervisor, Assistant Secretary

Also present were:

Heath Beckett	District Manager, Vesta District Services
Michael Eckert	District Counsel, Kutak Rock
Ford Manuel	District Engineer, Coastal Engineering *(virtually)*

SECOND ORDER OF BUSINESS: AUDIENCE COMMENTS

There being none, the next item followed.

THIRD ORDER OF BUSINESS: STAFF REPORTS

A. District Counsel – *Michael Eckert, Kutak Rock*

Mr. Eckert provided a brief legislative summary on the CDD Supervisor recall bill that would impact resident Boards, and the electronic payment requirement bill which were signed, and the sovereign immunity increased liability limits bill that was vetoed. Mr. Eckert was asked whether the revisions in the Florida Nonprofit Corporation Act would impact the District.

B. District Engineer – *Ford Manuel, Coastal Engineering*

Mr. Manuel had nothing to report.

C. District Manager – *Kyle Darin/Heath Beckett, Vesta District Services*

1. EXHIBIT 1: Adoption of **Resolution 2026-10, Setting the Landowners' Meeting and Election** (November 4, 2026 at 10 a.m.)

On a MOTION by Supervisor Barton, SECONDED by Supervisor Kelso, WITH ALL IN FAVOR, the Board approved the adoption of **Resolution 2026-10, Setting the Landowners' Meeting and Election** for November 4, 2026 at 10 a.m., for Cabot Citrus Farms Community Development District.

DRAFT

2. EXHIBIT 2: Adoption of **Resolution 2026-11, Designating Officers** (Updating Treasurer)

Mr. Beckett advised the resolution reflected a change in Vesta staffing.

On a MOTION by Supervisor Kelso, SECONDED by Supervisor Blake, WITH ALL IN FAVOR, the Board approved the adoption of **Resolution 2026-11, Designating Officers** (Updating Treasurer), for Cabot Citrus Farms Community Development District.

3. EXHIBIT 3: Adoption of **Resolution 2026-12, Designating Signatories**

On a MOTION by Supervisor Blake, SECONDED by Supervisor Motes, WITH ALL IN FAVOR, the Board approved the adoption of **Resolution 2026-12, Designating Signatories**, for Cabot Citrus Farms Community Development District.

4. EXHIBIT 4: Adoption of **Resolution 2026-13, Adopting FY 2027 Meeting Schedule**

The November date was confirmed as November 4.

On a MOTION by Supervisor Motes, SECONDED by Supervisor Blake, WITH ALL IN FAVOR, the Board approved the adoption of **Resolution 2026-13, Adopting FY 2027 Meeting Schedule** as presented, for Cabot Citrus Farms Community Development District.

5. EXHIBIT 5: Establishment of FY 2027 Performance Measures and Standards

On a MOTION by Supervisor Blake, SECONDED by Supervisor Motes, WITH ALL IN FAVOR, the Board approved the establishment of the FY 2027 Performance Measures and Standards, for Cabot Citrus Farms Community Development District.

6. EXHIBIT 6: Approval of FY 2026 Report of Achieved Goals and Objectives

On a MOTION by Supervisor Kelso, SECONDED by Supervisor Motes, WITH ALL IN FAVOR, the Board approved the FY 2026 Report of Achieved Goals and Objectives, for Cabot Citrus Farms Community Development District.

7. EXHIBIT 7: Adoption of **Resolution 2026-14, Setting Public Hearing on Revised Rules of Procedure** (November 4, 2026 at 10 a.m.)

a. Revised Rules of Procedure

Mr. Eckert advised the changes in the Rules of Procedure reflected statutory updates.

On a MOTION by Supervisor Blake, SECONDED by Supervisor Motes, WITH ALL IN FAVOR, the Board approved the adoption of **Resolution 2026-14, Setting Public Hearing on Revised Rules of Procedure** for November 4, 2026 at 10 a.m., for Cabot Citrus Farms Community Development District.

DRAFT

SECOND ORDER OF BUSINESS: FY 2027 BUDGET

A. FY 2026-2027 Budget Public Hearing

1. Open Public Hearing

On a MOTION by Supervisor Barton, SECONDED by Supervisor Motes, WITH ALL IN FAVOR, the Board approved opening the FY 2026-2027 Budget Public Hearing, for Cabot Citrus Farms Community Development District.

2. EXHIBIT 8: Presentation of FY 2026-2027 Budget

3. Public Comments

There being none, the next item followed.

4. Close Public Hearing

On a MOTION by Supervisor Barton, SECONDED by Supervisor Blake, WITH ALL IN FAVOR, the Board approved closing the FY 2026-2027 Budget Public Hearing, for Cabot Citrus Farms Community Development District.

B. EXHIBIT 9: Adoption of **Resolution 2026-15, FY 2026-2027 Budget Appropriations**

On a MOTION by Supervisor Blake, SECONDED by Supervisor Motes, WITH ALL IN FAVOR, the Board approved the adoption of **Resolution 2026-15, FY 2026-2027 Budget Appropriations**, for Cabot Citrus Farms Community Development District.

C. EXHIBIT 10: Adoption of **Resolution 2026-16, Providing for the Collection and Enforcement of Series 2024 Assessments for FY 2026-2027**

On a MOTION by Supervisor Barton, SECONDED by Supervisor Kelso, WITH ALL IN FAVOR, the Board approved the adoption of **Resolution 2026-16, Providing for the Collection and Enforcement of Series 2024 Assessments for FY 2026-2027**, for Cabot Citrus Farms Community Development District.

D. EXHIBIT 11: Approval of Cabot Citrus OpCo LLC FY 2026-2027 Budget Funding Agreement

On a MOTION by Supervisor Motes, SECONDED by Supervisor Barton, WITH ALL IN FAVOR, the Board approved the Cabot Citrus OpCo LLC FY 2026-2027 Budget Funding Agreement in substantial form, for Cabot Citrus Farms Community Development District.

THIRD ORDER OF BUSINESS: CONSENT AGENDA

A. EXHIBIT 12: Approval of the Minutes of the Board of Supervisors Regular Meeting Held May 13, 2026

B. EXHIBIT 13: Acceptance of the Audited FY 2025 Financial Statements

C. EXHIBIT 14: Acceptance of the Unaudited June 2026 Financial Statements

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D. EXHIBIT 15: Ratification of General Funding Requests 2026-08 – 2026-10

E. EXHIBIT 16: Acceptance of Integrity Public Finance Arbitrage Report for Special Revenue Bond Anticipation Note, Series 2024 Indicating No Rebate Requirement for Period Ending March 14, 2026

On a MOTION by Supervisor Kelso, SECONDED by Supervisor Blake, WITH ALL IN FAVOR, the Board approved Consent Agenda – items A-E as presented, for Cabot Citrus Farms Community Development District.

FOURTH ORDER OF BUSINESS: SUPERVISOR REQUESTS

There being none, the next item followed.

Discussion moved to III.B. District Engineer before proceeding to the next item.

FIFTH ORDER OF BUSINESS: AUDIENCE COMMENTS

There being none, the next item followed.

SIXTH ORDER OF BUSINESS: NEXT MEETING QUORUM CHECK

The next Cabot Citrus Farms Community Development District meeting is scheduled for 10:00 a.m. on September 9, 2026 at Cabot Citrus Farms, 15801 Hebron Church Road, Brooksville, FL 34614.

All Supervisors present affirmed their intent to attend the next meeting in person.

SEVENTH ORDER OF BUSINESS: ADJOURNMENT

On a MOTION by Supervisor Kelso, SECONDED by Supervisor Blake, WITH ALL IN FAVOR, the Board adjourned the meeting at 10:16 a.m., for Cabot Citrus Farms Community Development District.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meeting minutes were approved by vote of the Board of Supervisors at a publicly noticed meeting held on _____, 2026.

_____ _____

Kyle Darin, Secretary Marcus Motes, Chair

DRAFT

CABOT CITRUS FARMS

COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 10

VI. CONSENT AGENDA

B. Unaudited September 2026 Financial Statements

Cabot Citrus Farms
Community Development District

Financial Statements
Unaudited

September 30, 2026

Cabot Citrus Farms CDD
Balance Sheet
September 30, 2026

	General Fund	2024 Debt Service	2024 Construction	Total
Assets:				
Operating Account	$ 10,345	$ -	$ -	$ 10,345
Investment Accounts:				
Revenue	-	69,420	-	69,420
Annual Payment	-	846	-	846
Interest	-	-	-	-
Prepayment	-	1,848	-	1,848
Debt Service Reserve	-	2,073,750	-	2,073,750
Capital Interest	-	1,674,646	-	1,674,646
Cost of Issuance	-	-	-	-
Acquisition & Construction	-	-	5,269,822	5,269,822
Accounts Receivable	12,885	-	-	12,885
Undeposited Funds	-	300,861	-	300,861
Assessments Receivable	-	6,484	-	6,484
Impact Fees	-	-	-	-
Deposits	-	-	-	-
Prepaid Items	2,128	-	-	2,128
Due From Other Funds	-	-	-	-
Due From Other Gov't Units	-	-	-	-
Total Assets	**25,359**	**4,127,854**	**5,269,822**	**9,423,034**
Liabilities:				
				-
Accounts Payable	11,885	-	-	11,885
Deferred Revenue	-	6,484	-	6,484
Customer Deposits	1,000	-	-	1,000
Due To Other Funds	-	-	-	-
Total Liabilities	**12,885**	**6,484**	**-**	**19,369**
Fund Balance:				
Non-Spendable:				
Prepaid & Deposits	-	-	-	-
Assigned:				
Debt Service	-	4,121,370	-	4,121,370
Construction	-	-	5,269,822	5,269,822
Unassigned	12,473	-	-	12,473
Total Fund Balance	**12,473**	**4,121,370**	**5,269,822**	**9,403,665**
Total Liabilities & Fund Balance	**25,359**	**4,127,854**	**5,269,822**	**9,423,034**

Cabot Citrus Farms
Community Development District
General Fund
Statement of Revenues, Expenditures as Changes in Fund Balance
For the period from October 1, 2025 to September 30, 2026

	FY2026 Adopted Budget	FY2026 Month of September	FY2026 Total Actual Year-to-Date	Variance (+ / -)	% of Budget
Revenue					
Landowner Contributions	$ 393,175	$ 11,885	$ 259,726	$ (133,449)	66.06%
Interest	-	-	-	-	0.00%
Total Revenue	**393,175**	**11,885**	**259,726**	**(133,449)**	**66.06%**
Expenditures					
Administrative:					
District Management	55,000	4,583	55,000	0	100.00%
District Engineer	15,000	-	920	(14,080)	6.13%
Audit Services	6,000	-	5,100	(900)	85.00%
Legal Advertising	6,500	379	2,154	(4,346)	33.14%
Bank Fees	500	-	-	(500)	0.00%
Website Hosting, ADA, Maintenance	8,000	-	-	(8,000)	0.00%
Annual Special District Fee	175	-	175	-	100.00%
District Counsel	30,000	2,257	74,008	44,008	246.69%
General Liability & POL Insurance	9,500	-	15,373	5,873	161.82%
Dissemination Agent	5,000	-	5,000	-	100.00%
Trustee Services	7,500	-	4,256	(3,244)	56.75%
Administrative Contingency	2,000	-	845	(1,155)	42.23%
Total Administrative	**145,175**	**7,219**	**162,831**	**17,656**	**112.16%**
Physical Environment:					
Landscape Maintenance	200,000	-	-	(200,000)	0.00%
Irrigation Repairs & Maintenance	3,000	-	-	(3,000)	0.00%
Landscape Inspections	10,000	-	-	(10,000)	0.00%
Pond Maintenance	20,000	523	4,703	(15,297)	23.52%
Field Contingency	5,000	4,044	65,633	60,633	1312.67%
Total Physical Environment	**238,000**	**4,567**	**70,337**	**(167,663)**	**29.55%**
Utilities:					
Reclaimed Water	10,000	-	-	(10,000)	0.00%
Total Utilities	**10,000**	**-**	**-**	**(10,000)**	**0.00%**
Total Expenditures	**393,175**	**11,787**	**233,168**	**(160,007)**	**59.30%**
Excess of Revenue Over (Under) Expenditures	**-**	**99**	**26,558**		
Fund Balance - Beginning			(14,084)		
Fund Balance - Ending			$ 12,473		

Cabot Citrus Farms
Community Development District
Debt Service Fund
Statement of Revenues, Expenditures as Changes in Fund Balance
For the period from October 1, 2025 to September 30, 2026

	FY2026 Adopted Budget	Actual Year-to-Date
Revenue		
Special Assessments	$ 73,418	$ 66,934
Special Assessments - Held by Trustee	2,000,332	-
Misc Income	-	-
True-Up Assessment	-	491,848
Impact Fees	-	300,861
Interest	-	172,661
Total Revenue	**2,073,750**	**1,032,304**
Expenditures		
Debt Service:		
Interest Expense:		
November 1, 2025	1,036,875	1,043,306
May 1, 2026	1,036,875	1,024,013
Principal Expense:		
May 1, 2026	-	490,000
Total Debt Service	2,073,750	2,557,319
Total Expenditures	**2,073,750**	**2,557,319**
Excess of Revenue Over (Under) Expenditures	**2,073,750**	**(1,525,015)**
Other Financing Sources (Uses)		
Transfers In	-	-
Transfers Out	-	(262,209)
Total Other Financing Sources (Uses)	-	**(262,209)**
Fund Balance - Beginning		5,908,594
Fund Balance - Ending		**$ 4,121,370**

Cabot Citrus Farms
Community Development District
Construction Fund
Statement of Revenues, Expenditures as Changes in Fund Balance
For the period from October 1, 2025 to September 30, 2026

	FY2026 Adopted Budget	Actual Year-to-Date
Revenue		
Interest	$ -	$ 284,550
Total Revenue	**-**	**284,550**
Expenditures		
Construction In Progress	-	-
Requisitions 2024	-	5,781,352
Total Expenditures	**-**	**5,781,352**
Excess of Revenue Over (Under) Expenditures	**-**	**(5,496,801)**
Other Financing Sources (Uses)		
Transfers In	-	262,209
Transfers Out	-	-
Total Other Financing Sources (Uses)	-	**262,209**
Fund Balance - Beginning		10,504,414
Fund Balance - Ending		**$ 5,269,822**

Cabot Citrus Farms CDD
Check Register
September 30, 2026

Date	Number	Name	Memo	Debit	Credit	Balance
9/30/2025			**Balance Forward**			**$ 1,162.20**
10/31/2025			**Balance Forward**	**0.00**	**0.00**	**$ 1,162.20**
11/7/2025			Deposit	261,833.00		262,995.20
11/7/2025			Deposit		0	262,995.20
11/20/2025	11196258286	Cabot Citrus Opco LLC		14,333.29		277,328.49
11/21/2025	1052	Fishkind Litigation Services, Inc.	Legal Services		7,800.00	269,528.49
11/21/2025	1053	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Special District Accountability Fee 2025- 2026		175	269,353.49
11/21/2025	1054	Kutak Rock LLP	General -Aug 2025		860	268,493.49
11/21/2025	1055	Solitude Lake Management, LLC	Oct25 Annual Maintenance		348.4	268,145.09
11/21/2025	1056	VESTA DISTRICT SERVICES			5,149.89	262,995.20
11/30/2025			**Balance Forward**	**276,166.29**	**14,333.29**	**$ 262,995.20**
12/1/2025			Deposit	7,467.25		278,262.45
12/1/2025			VOID: Deposit		0	278,262.45
12/3/2025	1057	Egis Insurance and Risk Advisors	Policy #1001251107 10/01/25- 10/01/26		12,900.00	265,362.45
12/8/2025	11198509278	Cabot Citrus Opco LLC		34,059.68		299,422.13
12/9/2025	1058	US Bank Tax distribution	Tax Distribution DS2024		261,833.00	37,589.13
12/11/2025	1060	Kutak Rock LLP	Professional Legal services rendered		18,608.73	18,980.40
12/11/2025	1061	Solitude Lake Management, LLC	Nov25 Annual Maintenance		348.40	18,632.00
12/11/2025	1062	Kutak Rock LLP	Professional Legal services rendered		4,825.50	13,806.50
12/16/2025	1063	VESTA DISTRICT SERVICES			9,368.87	4,437.63
12/23/2025			Deposit	1,866.81		6,304.44
12/31/2025			**Balance Forward**	**43,393.74**	**307,884.50**	**$ 6,304.44**
1/2/2026			Deposit	52,257.71		58,562.15
1/2/2026	1064	Egis Insurance and Risk Advisors	Policy #1001251107 10/01/2025-10/01/2026 (add IM Streetlights)		2,473.00	56,089.15
1/15/2026	1065	Hernando County Property Appraiser	3% of Certified Non Ad Valorem Assessment Roll 2025-2026		2,202.55	53,886.60
1/26/2026			**Balance Forward**	**52,257.71**	**4,675.55**	**$ 53,886.60**
2/4/2026			Deposit	5,639.32		59,525.92
2/9/2026	11206386916	Cabot Citrus Opco LLC		25,424.82		84,950.74
2/9/2026	1066	Solitude Lake Management, LLC	Lake Watch Dec 25		348.40	84,602.34
2/9/2026	1067	US Water Services Corporation			12,992.39	71,609.95
2/28/2026			**Balance Forward**	**31,064.14**	**13,340.79**	**$ 71,609.95**

Cabot Citrus Farms CDD
Check Register
September 30, 2026

Date	Number	Name	Memo	Debit	Credit	Balance
3/2/2026	11209120418	Cabot Citrus Opco LLC		56,161.71		127,771.66
3/2/2026	1068	Fishkind Litigation Services, Inc.	Annual Fiscal Impact Report		17,500.00	110,271.66
3/2/2026	1070	Kutak Rock LLP	Professional Legal services rendered		8,279.50	101,992.16
3/2/2026	1071	Solitude Lake Management, LLC			696.80	101,295.36
3/2/2026	1072	US Water Services Corporation			13,101.18	88,194.18
3/2/2026	1073	VESTA DISTRICT SERVICES			14,184.23	74,009.95
3/31/2026			**Balance Forward**	**56,161.71**	**53,761.71**	**$ 74,009.95**
4/9/2026	1074	US Bank Tax distribution	Tax Distribution DS 2024		65,028.54	8,981.41
4/30/2026			**Balance Forward**	**0.00**	**65,028.54**	**$ 8,981.41**
5/4/2026	REM0000004877	Cabot Citrus Opco LLC		38,671.12		47,652.53
5/4/2026	1075	Fishkind Litigation Services, Inc.	Legal Services		3,600.00	44,052.53
5/4/2026	1076	Kutak Rock LLP			27,035.16	17,017.37
5/4/2026	1077	Solitude Lake Management, LLC	Mar26 Annual Maintenance		348.40	16,668.97
5/4/2026	1078	US Water Services Corporation	Monthly Operation Services Mar26		2,955.14	13,713.83
5/4/2026	1079	VESTA DISTRICT SERVICES			4,732.42	8,981.41
5/28/2026	REM0000005002	Cabot Citrus Opco LLC		37,888.78		46,870.19
5/28/2026	1080	AlphaGraphics	140 qty, letters and window envelopes		682.91	46,187.28
5/28/2026	1081	Kutak Rock LLP	Professional Legal services rendered		6,109.55	40,077.73
5/28/2026	1082	Solitude Lake Management, LLC	Apr26 Annual Maintenance		348.40	39,729.33
5/28/2026	1083	US Water Services Corporation	Monthly Operation Services Apr26		3,091.07	36,638.26
5/28/2026	1084	VESTA DISTRICT SERVICES			4,723.85	31,914.41
5/28/2026	1085	Wesco Turf, Inc.	(2) Smart Hub Green DC Radio		22,933.00	8,981.41
5/28/2026			Deposit	1,364.00		10,345.41
5/31/2026			**Balance Forward**	**77,923.90**	**76,559.90**	**$ 10,345.41**
6/29/2026	11225407331	Cabot Citrus Opco LLC		15,909.65		26,255.06
6/29/2026	1086	Coastal Engineering Assoc Inc	Professional Engineer Services		920.00	25,335.06
6/29/2026	1087	Kutak Rock LLP	Professional Legal services rendered Apr26		1,949.50	23,385.56
6/29/2026	1088	Solitude Lake Management, LLC	May26 Annual Maintenance		348.40	23,037.16
6/29/2026	1090	US Water Services Corporation			3,099.82	19,937.34
6/29/2026	1091	VESTA DISTRICT SERVICES			5,335.80	14,601.54
6/30/2026			**Balance Forward**	**15,909.65**	**11,653.52**	**$ 14,601.54**
7/9/2026	11226997823	Cabot Citrus Opco LLC		13,541.21		28,142.75

Cabot Citrus Farms CDD
Check Register
September 30, 2026

Date	Number	Name	Memo	Debit	Credit	Balance
7/10/2026	1092	Grau & Associates	Audit FYE 9/30/2025		5,100.00	23,042.75
7/10/2026	1093	Solitude Lake Management, LLC	June26 Annual Maintenance		348.40	22,694.35
7/10/2026	1094	US Water Services Corporation			3,122.81	19,571.54
7/10/2026	1095	VESTA DISTRICT SERVICES			4,626.00	14,945.54
7/10/2026	1096	Wesco Turf, Inc.	Finance charge for inv. 41342113		344.00	14,601.54
7/31/2026			**Balance Forward**	**13,541.21**	**13,541.21**	**$ 14,601.54**
8/5/2026	1097	US Bank	Incidental Expenses and Trustee 4/1/26- 3/31/27		4,256.13	10,345.41
8/31/2026			**Balance Forward**	**0.00**	**4,256.13**	**$ 10,345.41**
9/14/2026	REM0000005599	Cabot Citrus Opco LLC		8,306.98		18,652.39
9/21/2026	1098	US Water Services Corporation	Monthly Operation Services Aug.26		3,091.07	15,561.32
9/21/2026	1099	VESTA DISTRICT SERVICES			4,693.31	10,868.01
9/21/2026	1100	Solitude Lake Management, LLC	August26 Annual Maintenance		522.60	10,345.41
9/28/2026	REM0000005678	Cabot Citrus Opco LLC		16,876.71		27,222.12
9/28/2026	1101	Integrity Public Finance Consulting	Arbitrage Rebate Calculation		2,278.50	24,943.62
9/28/2026	1102	Kutak Rock LLP			6,363.34	18,580.28
9/28/2026	1103	Solitude Lake Management, LLC	July26 Annual Maintenance		522.60	18,057.68
9/28/2026	1104	US Water Services Corporation	Monthly Operation Services Jul.26		3,091.07	14,966.61
9/28/2026	1105	VESTA DISTRICT SERVICES			4,621.20	10,345.41
9/30/2026			**Balance Forward**	**25,183.69**	**25,183.69**	**$ 10,345.41**

CABOT CITRUS FARMS

COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 11

VI. CONSENT AGENDA

C. General Funding Requests

2026-11 – 2026-13

2027-01 Rev.

Cabot Citrus Farms CDD
250 International Parkway
Suite 208
Lake Mary, FL 32746

Invoice

Invoice #: GF2026-11
Invoice Date: 8/20/2026
Due Date: 8/20/2026
Project:
P.O. Number:

Bill To:

Cabot Citrus Opco LLC
17784 Farmers Way
Brooksville, FL 34614

Description	Hours/Qty	Rate	Amount
Solitude Lake - Inv PSI286946- Lake Management - August 2026		522.60	522.60
U.S. Water - Inv SI154394 - Monthly - August 2026		3,091.07	3,091.07
Vesta - Inv 433764 - District Management - August 2026		4,583.34	4,583.34
Vesta - Inv 434107 - Billable Expenses - July 2026		109.97	109.97

Total	$8,306.98
Payments/Credits	$0.00
Balance Due	$8,306.98

SOLITUDE
LAKE MANAGEMENT

INVOICE

Please Remit Payment to:
Solitude Lake Management, LLC
*****ADDRESS CHANGED******
PO BOX 85529
CHICAGO, IL 60689-5529
Phone #: (888) 480-5253
Fax #: (888) 358-0088

Invoice Number: PSI286946
Invoice Date: 8/1/2026

Bill To:
Cabot Citrus OPCO LLC
World Woods Of Golf
17590 Ponce De Leon Blvd.
Brooksville, FL 34614

Ship To:
Cabot Citrus OPCO LLC
World Woods Of Golf
17590 Ponce De Leon Blvd.
Brooksville, FL 34614

Ship Via
Ship Date 8/1/2026
Due Date 8/31/2026
Terms Net 30

Customer ID W2128
P.O. Number
P.O. Date 8/1/2026
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance August Billing 8/1/2026 - 8/31/2026 World Woods Of Golf LAKE ALL World Woods Of Golf LAKE ALL		1	1	522.60	522.60

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 522.60

Subtotal: **522.60**
Invoice Discount: 0
Total Sales Tax 0
Payment Amount: 0
Total: **522.60**

INVOICE

U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Invoice Number:	SI154394
Invoice Date:	8/1/2026
Due Date	8/31/2026

All pricing anticipates payment by check or ACH. Due to additional cost incurred, services paid by credit card will require an additional 3% processing fee.

Bill To: Cabot Citrus Farms CDD
250 International Pkwy., Suite 208
Lake Mary, FL 32746

Job Number:	J02649	Customer ID	C01171
Job Description:	Cabot Citrus Farms CDD	P.O. Number	
		WA:	

Date	Item/Description	Task Number	Qty.	Unit	Unit Price	Total Price
8/1/2026	Monthly Operations Services	1005	1	EA	3,091.07	3,091.07

Click to Pay

Click Here to Pay

Remit To:
U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652
Phone: (727) 848-8292 Ext. 219
Toll Free: (866) 753-8292 Ext. 219
Email: ar@uswatercorp.net

Subtotal:	**3,091.07**
Total Sales Tax:	0.00
Total USD:	**3,091.07**
Adjustments:	0.00
Amount Due:	**3,091**

250 International Parkway, Suite 208

Lake Mary, FL 32746

TEL: 321-263-0132

Invoice

Bill To

Cabot Citrus Farms Community Development District
c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary FL 32746

Date	08/01/2026
Invoice #	433764

PLEASE REMIT PAYMENT TO CORPORATE HEADQUARTERS:
VESTA DISTRICT SERVICES
c/o Vesta Property Services, Inc.
245 Riverside Avenue, Suite 300
Jacksonville, FL 32202

In Reference To:

Monthly contracted management fees, as follows:

Description	Quantity	Rate	Amount
District Management Services - Aug26	1	4,583.34	4,583.34

Total 4,583.34

Invoice

Invoice # 434107
Date 07/31/2026

Terms Net 30

Due Date 08/30/2026

Memo Billable Expenses - July

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Bill To

Cabot Citrus Farms Community Development District
c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary FL 32746

Description	Quantity	Rate	Amount
Billable Expenses			
Kyle Darom - 2026-07-14 - HERNANDO SUN - CCF legal advert			94.98
Vesta Property Services 245 Riverside Avenue , Suite 300 , JACKSONVILLE, FL 32202 Velma Pearson (904) 355-1831			14.99
Total Billable Expenses			109.97

Total 109.97

Shirley M. Conley

From: Hernando Sun Newspaper <no-reply@legalnoticeservice.com>
Sent: Monday, July 13, 2026 2:25 PM
To: Shirley M. Conley
Subject: Payment Receipt

External Sender - From: (Hernando Sun Newspaper <no-reply@legalnoticeservice.com>)
This message came from outside your organization.

Thank you

Your payment was processed on 7/13/2026. If you have any questions about your payment, please contact Hernando Sun Newspaper and reference transaction 81695139822.

Billed from:
Hernando Sun Newspaper
13491 Simmons Lake Rd
Brooksville, FL 34601
jmaglio@hernandosun.com
352-238-5454

Billed to:
Kyle Darin
250 International Pkwy
#208
Lake Mary, FL 32746
sconley@vestapropertyservices.com
3212630132

Details of your payment are included below for your records.

Notice Info	Price
LNS #352716 Municipal - Public Hearing **Case Number:** n/a Run 2 time(s) starting 7/17/2026	$94.98
Total:	**$94.98**

Notice Preview:

CABOT CITRUS FARMS COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2026/2027 BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("**Board**") of the Cabot Citrus Farms Community Development District ("District") will hold a public hearing on August 12, 2026 at 10:00 a.m. at 15801 Hebron Church Rd, Brooksville, Florida 34614, for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("**Proposed Budget**") of the District for the fiscal year beginning October 1, 2026 and ending September 30, 2027 ("**Fiscal Year 2026/2027**"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, (321) 263-0132 ("**District Manager's Office**"), during normal business hours, or by visiting the District's website at www.cabotcitrusfarmscdd.com.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.
Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/ 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Kyle Darin
District Manager
7679-352716

Thank you,
The Hernando Sun Newspaper Team

This notification was sent via an automated process.
Replies to this message are not monitored.

WORLDWIDE EXPRESS

PO Box733360
Dallas, TX 75373

The above address is for correspondence only.

Remittance Advice

Your payment is due	**: 08/06/2026**
Invoice Number	**: 260719W098048**
Invoice Date	**: 07/22/2026**
Account Number	**: W021088396**
UPS Shipper Number	**: E10A79**

Amount Due this Invoice	
$	140.84

Amount Enclosed	
$	

DPFG MANAGEMENT CONSULTING
245 Riverside Ave STE 250
Jacksonville, FL 32202

Remit payment to:
Worldwide Express
P.O. BOX 733360
DALLAS, TX 75373

To ensure proper credit, return this portion with your payment.
Please make checks payable to Worldwide Express.
To avoid late fees, allow 7-10 or more days for postal delivery.

Pay Online:
Make a payment, enroll in autopay, or file a dispute or claim online at www.speedship.com

WORLDWIDE EXPRESS

Questions?

Have a question? Call us at (800) 758-7447 or visit the Support tab at www.speedship.com.

Customer Name:	DPFG MANAGEMENT CONSULTING
Invoice Number:	260719W098048
Invoice Date:	07/22/2026
Account/Shipper Number:	W021088396/E10A79
Amount Due:	$ 140.84
Due Date:	08/06/2026

All services provided in connection with this invoice are solely in the capacity of a licensed property broker by the Federal Motor Carrier Safety Administration and not as the carrier of the goods. The Worldwide Express mark is a trademark of Worldwide Express Operations, LLC, which provides UPS, LTL and FTL transportation services. For more information regarding Worldwide Express and our service offerings, please contact your local Worldwide Express office or visit our website, www.wwex.com. Freight services connected to this document are provided by Worldwide Express in its capacity as a freight broker, pursuant to its property brokerage authority issued by the U.S. Department of Transportation Federal Motor Carrier Safety Administration. Worldwide Express is not a motor carrier. All prices are subject to change.

Where allowed by applicable law, (a) late fees may be assessed on past due balances and (b) credit card payments are subject to a surcharge of up to 2.65%, which will not be greater than the cost of acceptance.

Please log into your account at www.speedship.com for full terms and conditions.

Invoice No	260719W098048
Invoice Date	07/22/2026
Account No	W021088396
Account	DPFG MANAGEMENT CONSULTING

Invoice Summaries

Summary by Reference 1

Reference 1	Items	Amount
DPFG Management and Consulting	8	132.89
	1	7.95
Total Billed	9	140.84

Summary by Reference 2

Reference 2	Items	Amount
Avalon Groves - B	1	14.99
Cabot -B	1	14.99
Epperson North-B	1	15.44
Grand Haven- B	1	19.49
Marshall Creek- B	2	29.95
Parkland Preserve- B	1	23.07
SweetBay 6- B	1	14.96
	1	7.95
Total Billed	9	140.84

WORLDWIDE EXPRESS

Invoice No	260719W098048
Invoice Date	07/22/2026
Account No	W021088396
Account	DPFG MANAGEMENT CONSULTING

Via UPS On 07/10/2026

Account #	W021088396
Tracking Number	1ZE10A790393959095
Payer	SENDER
Zone	2
Service Level	Commercial Ground

Shipper
DPFG MANAGEMENT CONSULTING
250 INTERNATIONAL PKWY,
STE 208,
LAKE MARY, FL 32746
Marcy Scott
(321) 263-0132 ext. 735

Receiver
Grand Haven CDD
2 N. Village Parkway,
PALM COAST, FL 32137
Vanessa Stepniak
(321) 263-0132

Reference# DPFG Management and Consulting	DPFG Management and Consulting
Reference# Billing To (N.A is not acceptable) Must Specify	Grand Haven- B

Pieces	Description	Tracking #	Weight	Dims	Amount
1	SMALL PACKAGE FREIGHT	1ZE10A790393959095	1 LB	L: W: H:	$11.99
	FUEL SURCHARGE				$3.00
	DELIVERY AREA SURCHARGE				$4.50

Total Pieces	Total Weight	Total Amount
1	**1 LB**	**$19.49**

Via UPS On 07/10/2026

Account #	W021088396
Tracking Number	1ZE10A790396149106
Payer	SENDER
Zone	2
Service Level	Commercial Ground

Shipper
DPFG MANAGEMENT CONSULTING
250 INTERNATIONAL PKWY,
STE 208,
LAKE MARY, FL 32746
Marcy Scott
(321) 263-0132 ext. 735

Receiver
Vesta Property Services
245 Riverside Avenue ,
Suite 300 ,
JACKSONVILLE, FL 32202
Velma Pearson
(904) 355-1831

Reference# DPFG Management and Consulting	DPFG Management and Consulting
Reference# Billing To (N.A is not acceptable) Must Specify	Cabot -B

Pieces	Description	Tracking #	Weight	Dims	Amount
1	SMALL PACKAGE FREIGHT	1ZE10A790396149106	1 LB	L: W: H:	$11.99
	FUEL SURCHARGE				$3.00

WORLDWIDE EXPRESS

Invoice No	260719W098048
Invoice Date	07/22/2026
Account No	W021088396
Account	DPFG MANAGEMENT CONSULTING

Total Pieces	Total Weight	Total Amount
1	1 LB	$14.99

Via UPS On 07/10/2026

Account #	W021088396
Tracking Number	1ZE10A790394276884
Payer	SENDER
Zone	2
Service Level	Commercial Ground

Shipper
DPFG MANAGEMENT CONSULTING
250 INTERNATIONAL PKWY,
STE 208,
LAKE MARY, FL 32746
Marcy Scott
(321) 263-0132 ext. 735

Receiver
Sunshine Water Services
200 WEATHERSFIELD AVE,
ALTAMONTE SPRINGS, FL 32714
Customer Care
(866) 842-8432

Reference# DPFG Management and Consulting	DPFG Management and Consulting
Reference# Billing To (N.A is not acceptable) Must Specify	Avalon Groves - B

Pieces	Description	Tracking #	Weight	Dims	Amount
1	SMALL PACKAGE FREIGHT	1ZE10A790394276884	1 LB	L: W: H:	$11.99
	FUEL SURCHARGE				$3.00

Total Pieces	Total Weight	Total Amount
1	1 LB	$14.99

Via UPS On 07/10/2026

Account #	W021088396
Tracking Number	1ZE10A790396184694
Payer	SENDER
Zone	2
Service Level	Commercial Ground

Shipper
DPFG MANAGEMENT CONSULTING
250 INTERNATIONAL PKWY,
STE 208,
LAKE MARY, FL 32746
Marcy Scott
(321) 263-0132 ext. 735

Receiver
Marshall Creek CDD
625 PALENCIA CLUB DR,
SAINT AUGUSTINE, FL 32095
Denise Powers / Jodi Moore
(904) 810-0520

Reference# DPFG Management and Consulting	DPFG Management and Consulting
Reference# Billing To (N.A is not acceptable) Must Specify	Marshall Creek- B

Pieces	Description	Tracking #	Weight	Dims	Amount
1	SMALL PACKAGE FREIGHT	1ZE10A790396184694	1 LB	L: W: H:	$11.99
	FUEL SURCHARGE				$3.00

WORLDWIDE EXPRESS

Invoice No	260719W098048
Invoice Date	07/22/2026
Account No	W021088396
Account	DPFG MANAGEMENT CONSULTING

Total Pieces	Total Weight	Total Amount
1	1 LB	$14.99

Via UPS On 07/13/2026

Account #	W021088396
Tracking Number	1ZE10A790394236908
Payer	SENDER
Zone	2
Service Level	Commercial Ground

Shipper
DPFG MANAGEMENT CONSULTING
250 INTERNATIONAL PKWY,
STE 208,
LAKE MARY, FL 32746
Marcy Scott
(321) 263-0132 ext. 735

Receiver
Marshall Creek CDD
625 PALENCIA CLUB DR,
SAINT AUGUSTINE, FL 32095
Denise Powers / Jodi Moore
(904) 810-0520

Reference# DPFG Management and Consulting	DPFG Management and Consulting
Reference# Billing To (N.A is not acceptable) Must Specify	Marshall Creek- B

Pieces	Description	Tracking #	Weight	Dims	Amount
1	SMALL PACKAGE FREIGHT	1ZE10A790394236908	1 LB	L: W: H:	$11.99
	FUEL SURCHARGE				$2.97

Total Pieces	Total Weight	Total Amount
1	1 LB	$14.96

Via UPS On 07/15/2026

Account #	W021088396
Tracking Number	1ZE10A790399742110
Payer	SENDER
Zone	3
Service Level	Commercial Ground

Shipper
DPFG MANAGEMENT CONSULTING
250 INTERNATIONAL PKWY,
STE 208,
LAKE MARY, FL 32746
Marcy Scott
(321) 263-0132 ext. 735

Receiver
Auditor Gen'l-Local Govt Audits/251
111 W MADISON ST,
Claude Pepper Building, Room 401,
TALLAHASSEE, FL 32399
Auditor General
(850) 412-2892

Reference# DPFG Management and Consulting	DPFG Management and Consulting
Reference# Billing To (N.A is not acceptable) Must Specify	Epperson North-B

Pieces	Description	Tracking #	Weight	Dims	Amount
1	SMALL PACKAGE FREIGHT	1ZE10A790399742110	1 LB	L: W: H:	$12.38
	FUEL SURCHARGE				$3.06

WORLDWIDE EXPRESS

Invoice No	260719W098048
Invoice Date	07/22/2026
Account No	W021088396
Account	DPFG MANAGEMENT CONSULTING

Total Pieces	Total Weight	Total Amount
1	1 LB	$15.44

Via UPS On 07/16/2026

Account #	W021088396
Tracking Number	1ZE10A790396119728
Payer	SENDER
Zone	2
Service Level	Commercial Ground

Shipper
DPFG MANAGEMENT CONSULTING
250 INTERNATIONAL PKWY,
STE 208,
LAKE MARY, FL 32746
Marcy Scott
(321) 263-0132 ext. 735

Receiver
Vesta Property Services
245 Riverside Avenue ,
Suite 300 ,
JACKSONVILLE, FL 32202
Velma Pearson
(904) 355-1831

Reference# DPFG Management and Consulting	DPFG Management and Consulting
Reference# Billing To (N.A is not acceptable) Must Specify	SweetBay 6- B

Pieces	Description	Tracking #	Weight	Dims	Amount
1	SMALL PACKAGE FREIGHT	1ZE10A790396119728	1 LB	L: W: H:	$11.99
	FUEL SURCHARGE				$2.97

Total Pieces	Total Weight	Total Amount
1	1 LB	$14.96

Via UPS On 07/16/2026

Account #	W021088396
Tracking Number	1ZE10A790396197939
Payer	SENDER
Zone	2
Service Level	Residential Ground

Shipper
DPFG MANAGEMENT CONSULTING
250 INTERNATIONAL PKWY,
STE 208,
LAKE MARY, FL 32746
Marcy Scott
(321) 263-0132 ext. 735

Receiver
Kenneth Thomas
5503 Fargo Dr. N,
JAX, FL 32207
Kenneth Thomas
(321) 263-0132

Reference# DPFG Management and Consulting	DPFG Management and Consulting
Reference# Billing To (N.A is not acceptable) Must Specify	Parkland Preserve- B

Pieces	Description	Tracking #	Weight	Dims	Amount
1	SMALL PACKAGE FREIGHT	1ZE10A790396197939	1 LB	L: W: H:	$11.99
	FUEL SURCHARGE				$4.58
	RESIDENTIAL SURCHARGE				$6.50

WORLDWIDE EXPRESS®

Invoice No	260719W098048
Invoice Date	07/22/2026
Account No	W021088396
Account	DPFG MANAGEMENT CONSULTING

Total Pieces	Total Weight	Total Amount
1	1 LB	$23.07

ADJUSTMENTS AND OTHER CHARGES	DESCRIPTION	
	INVOICE PROCESSING FEE	$7.95
	SUBTOTAL	$7.95
	Invoice Total	**$140.84**

Cabot Citrus Farms CDD
250 International Parkway
Suite 208
Lake Mary, FL 32746

Invoice

Invoice #: GF2026-12
Invoice Date: 9/23/2026
Due Date: 9/23/2026
Project:
P.O. Number:

Bill To:

Cabot Citrus Opco LLC
17784 Farmers Way
Brooksville, FL 34614

Description	Hours/Qty	Rate	Amount
Solitude Lake - Inv PSI295410 - Lake Management - September 2026		522.60	522.60
U.S. Water - Inv S-FIN3511 - Finance Charge		30.91	30.91
U.S. Water - Inv SI157451 - Monthly - September 2026		3,091.07	3,091.07
U.S. Water - Inv SI158821 - Replaced Discharge Tube		4.30	4.30
U.S. Water - Inv SI159153 - #2 Stenner Tube		22.99	22.99
Vesta - Inv 434818 - District Management - September 2026		4,583.34	4,583.34
Vesta - Inv 434671 - Billable Expenses - August 2026		67.69	67.69

Total	$8,322.90
Payments/Credits	$0.00
Balance Due	$8,322.90

SOLITUDE
LAKE MANAGEMENT

INVOICE

Please Remit Payment to:
Solitude Lake Management, LLC
*****ADDRESS CHANGED******
PO BOX 85529
CHICAGO, IL 60689-5529
Phone #: (888) 480-5253
Fax #: (888) 358-0088

Invoice Number: PSI295410
Invoice Date: 9/1/2026

Bill To:
Cabot Citrus OPCO LLC
World Woods Of Golf
17590 Ponce De Leon Blvd.
Brooksville, FL 34614

Ship To:
Cabot Citrus OPCO LLC
World Woods Of Golf
17590 Ponce De Leon Blvd.
Brooksville, FL 34614

Ship Via
Ship Date 9/1/2026
Due Date 10/1/2026
Terms Net 30

Customer ID W2128
P.O. Number
P.O. Date 9/1/2026
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance September Billing 9/1/2026 - 9/30/2026 World Woods Of Golf LAKE ALL World Woods Of Golf LAKE ALL		1	1	522.60	522.60

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 522.60

Subtotal: **522.60**
Invoice Discount: 0
Total Sales Tax: 0
Payment Amount: 0
Total: **522.60**

Finance Charge Memo

Cabot Citrus Farms CDD
250 International Pkwy., Suite 208
Lake Mary, FL 32746

U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652
United States

Customer No.	C01171
Document Date	08/31/26
Posting Date	08/31/26
Due Date	09/30/26

Phone No.	(727) 848-8292 Ext. 219
Home Page	
Email	ar@uswatercorp.net
Bank	Wells Fargo
IBAN	
Fin. Chrg. Memo No.	S-FIN3511

Document Date	Document Type	Document No.	Due Date	Description	Amount
07/01/26	**Invoice**	**SI151297**	**07/31/26**	**1% finance charge of 3,091.07**	**30.91**
				Total USD	**30.91**

INVOICE

U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Invoice Number:	SI157451
Invoice Date:	9/1/2026
Due Date	10/1/2026

All pricing anticipates payment by check or ACH. Due to additional cost incurred, services paid by credit card will require an additional 3% processing fee.

Bill To: Cabot Citrus Farms CDD
250 International Pkwy., Suite 208
Lake Mary, FL 32746

Job Number:	J02649	Customer ID	C01171
Job Description:	Cabot Citrus Farms CDD	P.O. Number	
		WA:	

Date	Item/Description	Task Number	Qty.	Unit	Unit Price	Total Price
9/1/2026	Monthly Operations Services	1005	1	EA	3,091.07	3,091.07

Click to Pay

Click Here to Pay

Remit To:
U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652
Phone: (727) 848-8292 Ext. 219
Toll Free: (866) 753-8292 Ext. 219
Email: ar@uswatercorp.net

Subtotal:	**3,091.07**
Total Sales Tax:	0.00
Total USD:	**3,091.07**
Adjustments:	0.00
Amount Due:	**3,091**

INVOICE

U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652
United States

Invoice Number: SI158821
Invoice Date: 9/14/2026
Due Date 10/14/2026

All pricing anticipates payment by check or ACH. Due to additional cost incurred, services paid by credit card will require an additional 3% processing fee.

Bill To: Cabot Citrus Farms CDD
250 International Pkwy., Suite 208
Lake Mary, FL 32746

Customer ID C01171
P.O. Number
WA:

Job Number: J02649
Job Description: Cabot Citrus Farms CDD

Date	Item/Description	Task Number	Qty.	Unit	Unit Price	Total Price
9/11/2026	Replaced 8 Ft. cl2 discharge tube from pump to injector	1008	1	EA	4.30	4.30

Click to Pay

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Remit To:
U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652
Phone: (727) 848-8292 Ext. 219
Toll Free: (866) 753-8292 Ext. 219
Email: ar@uswatercorp.net

Subtotal:	**4.30**
Total Sales Tax:	0.00
Total USD:	**4.30**
Adjustments:	0.00
Amount Due:	**4**

INVOICE

U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652
United States

Invoice Number: SI159153
Invoice Date: 9/18/2026
Due Date 10/18/2026

All pricing anticipates payment by check or ACH. Due to additional cost incurred, services paid by credit card will require an additional 3% processing fee.

Bill To: Cabot Citrus Farms CDD
250 International Pkwy., Suite 208
Lake Mary, FL 32746

Customer ID C01171
P.O. Number
WA: OPERATIONS SUPPLY

Job Number: J02649
Job Description: Cabot Citrus Farms CDD

Date	Item/Description	Task Number	Qty.	Unit	Unit Price	Total Price
9/18/2026	#2 Stenner Tube	1008	1	EA	22.99	22.99

Click to Pay

Click Here to Pay

Remit To:
U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652
Phone: (727) 848-8292 Ext. 219
Toll Free: (866) 753-8292 Ext. 219
Email: ar@uswatercorp.net

Subtotal:	**22.99**
Total Sales Tax:	0.00
Total USD:	**22.99**
Adjustments:	0.00
Amount Due:	**22**

250 International Parkway, Suite 208

Lake Mary, FL 32746

TEL: 321-263-0132

Invoice

Bill To

Cabot Citrus Farms Community Development District
c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary FL 32746

Date	09/01/2026
Invoice #	434818

PLEASE REMIT PAYMENT TO CORPORATE HEADQUARTERS:
VESTA DISTRICT SERVICES
c/o Vesta Property Services, Inc.
245 Riverside Avenue, Suite 300
Jacksonville, FL 32202

In Reference To:

Monthly contracted management fees, as follows:

Description	Quantity	Rate	Amount
District Management Services - Sep26	1	4,583.34	4,583.34

Total 4,583.34

Invoice

Invoice #	434671
Date	08/31/2026
Terms	Net 30
Due Date	09/30/2026
Memo	Billable Expenses - Aug

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Bill To

Cabot Citrus Farms Community Development District
c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary FL 32746

Description	Quantity	Rate	Amount
Billable Expenses			
Kyle Darom - 2026-08-19 - HERNANDO SUN -			49.18
U.S. Bank N.A. -CDD CM9690, 1200 ENERGY PARK DR, SAINT PAUL, MN 55108 Brett Sawyer (651) 466-619			18.51
Total Billable Expenses			67.69

Total 67.69

Hernando Sun

$49.18

Transaction Details

Merchant Category	Books, Periodicals, and Newspapers
Authorization Time	August 18, 2026 at 02:19 PM
Posted Time	August 19, 2026 at 09:17 PM

Payment Method

Card Type	Physical
Last 4 Digits	•••• 0335
Name on Card	Kyle Darin
Issued On	April 17, 2024
Expiration Date	March 1, 2028

#1U6GrZFM1cPWLa0EnqV5CgD9

Electronic Receipt

Transaction Purpose

Filled by Traveler

Description	-
Expense Type	59010 Pass Thru Other
Participants	Kyle Darom

Cardholder

Kyle Darin

Job Title	Management
Department	District Services
Region	Northeast
Subsidiary	Vesta
Cost Center	Lake Mary
Phone Number	+14077975630
Email	kdarin@vestapropertyservices.com

WORLDWIDE EXPRESS®

PO Box733360
Dallas, TX 75373

The above address is for correspondence only.

Remittance Advice

Your payment is due	**: 09/03/2026**
Invoice Number	**: 260816W118646**
Invoice Date	**: 08/19/2026**
Account Number	**: W021088396**
UPS Shipper Number	**: E10A79**

Amount Due this Invoice	
$	41.69

Amount Enclosed	
$	

DPFG MANAGEMENT CONSULTING
245 Riverside Ave STE 250
Jacksonville, FL 32202

Remit payment to:
Worldwide Express
P.O. BOX 733360
DALLAS, TX 75373

To ensure proper credit, return this portion with your payment.
Please make checks payable to Worldwide Express.
To avoid late fees, allow 7-10 or more days for postal delivery.

Pay Online:
Make a payment, enroll in autopay, or file a dispute or claim online at www.speedship.com

WORLDWIDE EXPRESS®

Questions?

Have a question? Call us at (800) 758-7447 or visit the Support tab at www.speedship.com.

Customer Name:	DPFG MANAGEMENT CONSULTING
Invoice Number:	260816W118646
Invoice Date:	08/19/2026
Account/Shipper Number:	W021088396/E10A79
Amount Due:	$ 41.69
Due Date:	09/03/2026

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Where allowed by applicable law, (a) late fees may be assessed on past due balances and (b) credit card payments are subject to a surcharge of up to 2.65%, which will not be greater than the cost of acceptance.

Please log into your account at www.speedship.com for full terms and conditions.

Invoice No	260816W118646
Invoice Date	08/19/2026
Account No	W021088396
Account	DPFG MANAGEMENT CONSULTING

Invoice Summaries

Summary by Reference 1

Reference 1	Items	Amount
DPFG Management and Consulting	2	33.74
	1	7.95
Total Billed	3	41.69

Summary by Reference 2

Reference 2	Items	Amount
Cabot -B	1	18.51
Trout Creek - B	1	15.23
	1	7.95
Total Billed	3	41.69

WORLDWIDE EXPRESS

Invoice No	260816W118646
Invoice Date	08/19/2026
Account No	W021088396
Account	DPFG MANAGEMENT CONSULTING

Via UPS On 08/05/2026

Account #	W021088396
Tracking Number	1ZE10A790394620984
Payer	SENDER
Zone	6
Service Level	Commercial Ground

Shipper
DPFG MANAGEMENT CONSULTING
250 INTERNATIONAL PKWY,
STE 208,
LAKE MARY, FL 32746
Marcy Scott
(321) 263-0132 ext. 735

Receiver
U.S. Bank N.A. -CDD
CM9690,
1200 ENERGY PARK DR,
SAINT PAUL, MN 55108
Brett Sawyer
(651) 466-6191

Reference# DPFG Management and Consulting	DPFG Management and Consulting
Reference# Billing To (N.A is not acceptable) Must Specify	Cabot -B

Pieces	Description	Tracking #	Weight	Amount
1	SMALL PACKAGE FREIGHT	1ZE10A790394620984	1 LB	$14.60
	FUEL SURCHARGE			$3.91

Total Pieces	Total Weight	Total Amount
1	**1 LB**	**$18.51**

Via UPS On 08/11/2026

Account #	W021088396
Tracking Number	1ZE10A790399749266
Payer	SENDER
Zone	2
Service Level	Commercial Ground

Shipper
DPFG MANAGEMENT CONSULTING
250 INTERNATIONAL PKWY,
STE 208,
LAKE MARY, FL 32746
Marcy Scott
(321) 263-0132 ext. 735

Receiver
Cronin Ace Hardware
2843 COUNTY ROAD 210 W,
STE 101,
SAINT JOHNS, FL 32259
Alyssa Gray
(904) 217-3324

Reference# DPFG Management and Consulting	DPFG Management and Consulting
Reference# Billing To (N.A is not acceptable) Must Specify	Trout Creek - B

Pieces	Description	Tracking #	Weight	Amount
1	SMALL PACKAGE FREIGHT	1ZE10A790399749266	1 LB	$11.99
	FUEL SURCHARGE			$3.24

WORLDWIDE EXPRESS®

Invoice No	260816W118646
Invoice Date	08/19/2026
Account No	W021088396
Account	DPFG MANAGEMENT CONSULTING

Total Pieces	Total Weight	Total Amount
1	1 LB	$15.23

ADJUSTMENTS AND OTHER CHARGES	DESCRIPTION	
	INVOICE PROCESSING FEE	$7.95
	SUBTOTAL	$7.95
	Invoice Total	**$41.69**



Cabot Citrus Farms CDD
250 International Parkway
Suite 208
Lake Mary, FL 32746

Invoice

Invoice #: GF2026-13
Invoice Date: 9/30/2026
Due Date: 9/30/2026
Project:
P.O. Number:

Bill To:
Cabot Citrus Opco LLC
17784 Farmers Way
Brooksville, FL 34614

Description	Hours/Qty	Rate	Amount
Kutak - Inv 3815757 - Legal Services - August 2026		2,256.69	2,256.69
U.S. Water - Inv SI160195 - Coliform		227.38	227.38
U.S. Water - Inv SI160217 - Irrigation Well		698.72	698.72
Vesta - Inv 435254 - Billable Expenses - September 2026		379.43	379.43

Total	$3,562.22
Payments/Credits	$0.00
Balance Due	$3,562.22

K U T A K R O C K L L P

TALLAHASSEE, FLORIDA
Telephone 404-222-4600
Facsimile 404-222-4654

Federal ID 47-0597598

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3815757
Client Matter No. 46123-1
Notification Email: eftgroup@kutakrock.com

September 28, 2026

Mr. Kyle Darin
Cabot Citrus Farms CDD
C/O Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746

Invoice No. 3815757
46123-1

Re: General

For Professional Legal Services Rendered

08/11/26	K. Metin	1.80	504.00	Review agenda package; prepare board memorandum
08/12/26	M. Eckert	2.60	1,157.00	Prepare for, travel to and attend board meeting; return travel; meeting follow-up
08/20/26	M. Eckert	0.10	44.50	Confer with Darin
08/21/26	M. Eckert	0.20	89.00	Follow-up from board meeting
08/24/26	K. Haber	1.30	370.50	Review Senate Bill 180 and House Bill 797 and provide summary of impacts on community development districts
08/25/26	M. Eckert	0.10	44.50	Research US Water agreement; confer with Jarrard

TOTAL HOURS 6.10

TOTAL FOR SERVICES RENDERED $2,209.50

DISBURSEMENTS

Computer Research	0.81
Freight and Postage	0.78
Travel Expenses	45.60

TOTAL DISBURSEMENTS		47.19
TOTAL CURRENT AMOUNT DUE		$2,256.69
UNPAID INVOICES:		
June 29, 2026	Invoice No. 3763971	3,156.84
July 22, 2026	Invoice No. 3778174	3,206.50
TOTAL DUE		$8,620.03

INVOICE

U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652
United States

Invoice Number: SI160195
Invoice Date: 9/26/2026
Due Date 10/26/2026

All pricing anticipates payment by check or ACH. Due to additional cost incurred, services paid by credit card will require an additional 3% processing fee.

Bill To: Cabot Citrus Farms CDD
250 International Pkwy., Suite 208
Lake Mary, FL 32746

Customer ID C01171
P.O. Number
WA:

Job Number: J02649
Job Description: Cabot Citrus Farms CDD

Date	Item/Description	Task Number	Qty.	Unit	Unit Price	Total Price
9/12/2026	Total Coliform	2042	2	EA	51.19	102.38
9/12/2026	Total Coliform Weekend Fee	2042	2	EA	62.50	125.00

Click to Pay

Click Here to Pay

Remit To:
U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652
Phone: (727) 848-8292 Ext. 219
Toll Free: (866) 753-8292 Ext. 219
Email: ar@uswatercorp.net

Subtotal: **227.38**
Total Sales Tax: 0.00

Total USD: **227.38**
Adjustments: 0.00

Amount Due: **227**

INVOICE

U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652
United States

Invoice Number: SI160217
Invoice Date: 9/28/2026
Due Date 10/28/2026

All pricing anticipates payment by check or ACH. Due to additional cost incurred, services paid by credit card will require an additional 3% processing fee.

Bill To: Cabot Citrus Farms CDD
250 International Pkwy., Suite 208
Lake Mary, FL 32746

Customer ID C01171
P.O. Number
WA: IRRIGATION WELL TESTING

Job Number: J02649
Job Description: Cabot Citrus Farms CDD

Date	Item/Description	Task Number	Qty.	Unit	Unit Price	Total Price
9/9/2026	TDS - Irrigation Well	2041	1	EA	41.51	41.51
9/9/2026	TOC, 5310B, WA - Irrigation Well	2041	1	EA	53.49	53.49
9/9/2026	Sulfide - Irrigation Well	2041	1	EA	26.18	26.18
9/9/2026	PH, 4500H+B, WA - Irrigation Well	2041	1	EA	23.36	23.36
9/9/2026	Nitrite - Irrigation Well	2041	1	EA	46.62	46.62
9/9/2026	Nitrate - Irrigation Well	2041	1	EA	46.62	46.62
9/9/2026	Calcium Hardness - Irrigation Well	2041	1	EA	39.38	39.38
9/9/2026	Chloride - Irrigation Well	2041	1	EA	44.65	44.65
9/9/2026	Alkalinity - Irrigation Well	2041	3	EA	40.32	120.96
9/9/2026	200.7, NA,K,Mg, Ca, Fe - Irrigation Well	2041	5	EA	51.19	255.95

Click to Pay

Click Here to Pay

Remit To:
U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652
Phone: (727) 848-8292 Ext. 219
Toll Free: (866) 753-8292 Ext. 219
Email: ar@uswatercorp.net

Subtotal:	**698.72**
Total Sales Tax:	0.00
Total USD:	**698.72**
Adjustments:	0.00
Amount Due:	**698**

Invoice

Invoice # 435254
Date 09/30/2026

Terms Net 30

Due Date 10/30/2026

Memo Billable Expenses - Sep

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Bill To

Cabot Citrus Farms Community Development District
c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary FL 32746

Description	Quantity	Rate	Amount
Billable Expenses			
Kyle Darom - 2026-09-22 - HERNANDO SUN - ccf legal advert			88.35
Kyle Darom - 2026-09-26 - HERNANDO SUN - ccf legal advert			165.10
Kyle Darom - 2026-09-15 - HERNANDO SUN - ccf legal advert			69.51
Kyle Darom - 2026-09-15 - HERNANDO SUN - ccf legal advert			56.47
Total Billable Expenses			379.43

Total 379.43

Hernando Sun

$56.47

Transaction Details

Merchant Category	Books, Periodicals, and Newspapers
Authorization Time	September 14, 2026 at 07:37 PM
Posted Time	September 15, 2026 at 09:16 PM

Payment Method

Card Type	Physical
Last 4 Digits	•••• 0335
Name on Card	Kyle Darin
Issued On	April 17, 2024
Expiration Date	March 1, 2028

#1UG3iZFM1cPWLa0E81ZRMqKI

Electronic Receipt

Transaction Purpose

Filled by Traveler

Description	-
Expense Type	59010 Pass Thru Other
Participants	Kyle Darom

Cardholder

Kyle Darin

Job Title	Management
Department	District Services
Region	Northeast
Subsidiary	Vesta
Cost Center	Lake Mary
Phone Number	+14077975630
Email	kdarin@vestapropertyservices.com

Hernando Sun

$69.51

Transaction Details

Merchant Category	Books, Periodicals, and Newspapers
Authorization Time	September 14, 2026 at 07:38 PM
Posted Time	September 15, 2026 at 09:12 PM

Payment Method

Card Type	Physical
Last 4 Digits	•••• 0335
Name on Card	Kyle Darin
Issued On	April 17, 2024
Expiration Date	March 1, 2028

#1UG3eaFM1cPWLa0EUMZmH376

Electronic Receipt

Transaction Purpose

Filled by Traveler

Description	-
Expense Type	59010 Pass Thru Other
Participants	Kyle Darom

Cardholder

Kyle Darin

Job Title	Management
Department	District Services
Region	Northeast
Subsidiary	Vesta
Cost Center	Lake Mary
Phone Number	+14077975630
Email	kdarin@vestapropertyservices.com

Hernando Sun

$88.35

Transaction Details

Merchant Category	Books, Periodicals, and Newspapers
Authorization Time	September 21, 2026 at 07:09 PM
Posted Time	September 22, 2026 at 09:17 PM

Payment Method

Card Type	Physical
Last 4 Digits	•••• 0335
Name on Card	Kyle Darin
Issued On	April 17, 2024
Expiration Date	March 1, 2028

#1UIb3oFM1cPWLa0EEpmHQwOD

Electronic Receipt

Transaction Purpose

Filled by Traveler

Description	-
Expense Type	59010 Pass Thru Other
Participants	Kyle Darom

Cardholder

Kyle Darin

Job Title	Management
Department	District Services
Region	Northeast
Subsidiary	Vesta
Cost Center	Lake Mary
Phone Number	+14077975630
Email	kdarin@vestapropertyservices.com

Hernando Sun

$165.10

Transaction Details

Merchant Category	Books, Periodicals, and Newspapers
Authorization Time	September 25, 2026 at 07:21 PM
Posted Time	September 26, 2026 at 09:12 PM

Payment Method

Card Type	Physical
Last 4 Digits	•••• 0335
Name on Card	Kyle Darin
Issued On	April 17, 2024
Expiration Date	March 1, 2028

#1UK2tYFM1cPWLa0Elb1a3RNh

Electronic Receipt

Transaction Purpose

Filled by Traveler

Description	-
Expense Type	59010 Pass Thru Other
Participants	Kyle Darom

Cardholder

Kyle Darin

Job Title	Management
Department	District Services
Region	Northeast
Subsidiary	Vesta
Cost Center	Lake Mary
Phone Number	+14077975630
Email	kdarin@vestapropertyservices.com

Cabot Citrus Farms CDD
250 International Parkway
Suite 208
Lake Mary, FL 32746

Invoice

Invoice #: GF2027-01
Invoice Date: 10/14/2026
Due Date: 10/14/2026
Project:
P.O. Number:

Bill To:
Cabot Citrus Opco LLC
17784 Farmers Way
Brooksville, FL 34614

Description	Hours/Qty	Rate	Amount
Egis - Inv 34626 - Policy#1001261107 - FY2027		60,033.00	60,033.00
Solitude - Inv PSI303968 - Lake Management - October 2026		522.60	522.60
U.S. Water - Inv SI160397 - Monthly Fee - October 2026		3,091.07	3,091.07
Vesta - Inv 435420 - District Management - October 2026		4,583.34	4,583.34

Total	$68,230.01
Payments/Credits	$0.00
Balance Due	$68,230.01

INVOICE

Customer	Cabot Citrus Farms Community Development District
Acct #	1467
Date	09/25/2026
Customer Service	Charisse Bitner
Page	1 of 1

Payment Information	
Invoice Summary	$ 60,033.00
Payment Amount	
Payment for:	Invoice#34626
1001261107	

Cabot Citrus Farms Community Development District
c/o DPFG
250 International Parkway, Ste 208
Lake Mary, FL 32746

Thank You

Please detach and return with payment

Customer: Cabot Citrus Farms Community Development District

Invoice	Effective	Transaction	Description	Amount
34626	10/01/2026	Renew policy	Policy #1001261107 10/01/2026-10/01/2027 Florida Insurance Alliance Package - Renew policy Due Date: 10/1/2026	60,033.00

Please Remit Payment To:
Egis Insurance and Risk Advisors
P.O. Box 748555

Total
$ 60,033.00

Thank You

FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349
TO PAY VIA ACH: Accretive Global Insurance Services LLC
Routing ACH: 121000358 Account: 1291776914

Remit Payment To: Egis Insurance Advisors
P.O. Box 748555
Atlanta, GA 30374-8555

(321)233-9939
accounting@egisadvisors.com

Date
09/25/2026

SOLITUDE
LAKE MANAGEMENT

INVOICE

Please Remit Payment to:
Solitude Lake Management, LLC
*****ADDRESS CHANGED******
PO BOX 85529
CHICAGO, IL 60689-5529
Phone #: (888) 480-5253
Fax #: (888) 358-0088

Invoice Number: PSI303968
Invoice Date: 10/1/2026

Bill To:
Cabot Citrus OPCO LLC
World Woods Of Golf
17590 Ponce De Leon Blvd.
Brooksville, FL 34614

Ship To:
Cabot Citrus OPCO LLC
World Woods Of Golf
17590 Ponce De Leon Blvd.
Brooksville, FL 34614

Ship Via
Ship Date 10/1/2026
Due Date 10/31/2026
Terms Net 30

Customer ID W2128
P.O. Number
P.O. Date 10/1/2026
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance October Billing 10/1/2026 - 10/31/2026 World Woods Of Golf LAKE ALL World Woods Of Golf LAKE ALL		1	1	522.60	522.60

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 522.60

Subtotal: **522.60**
Invoice Discount: 0
Total Sales Tax 0
Payment Amount: 0
Total: **522.60**

INVOICE

U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652
United States

Invoice Number: SI160397
Invoice Date: 10/1/2026
Due Date 10/31/2026

All pricing anticipates payment by check or ACH. Due to additional cost incurred, services paid by credit card will require an additional 3% processing fee.

Bill To: Cabot Citrus Farms CDD
250 International Pkwy., Suite 208
Lake Mary, FL 32746

Customer ID C01171
P.O. Number
WA:

Job Number: J02649
Job Description: Cabot Citrus Farms CDD

Date	Item/Description	Task Number	Qty.	Unit	Unit Price	Total Price
10/1/2026	Monthly Operations Services	1005	1	EA	3,091.07	3,091.07

Click to Pay

Click Here to Pay

Remit To:
U.S. WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652
Phone: (727) 848-8292 Ext. 219
Toll Free: (866) 753-8292 Ext. 219
Email: ar@uswatercorp.net

Subtotal:	**3,091.07**
Total Sales Tax:	0.00
Total USD:	**3,091.07**
Adjustments:	0.00
Amount Due:	**3,091**

250 International Parkway, Suite 208

Lake Mary, FL 32746

TEL: 321-263-0132

Invoice

Bill To

Cabot Citrus Farms Community Development District
c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary FL 32746

Date	10/01/2026
Invoice #	435420

PLEASE REMIT PAYMENT TO CORPORATE HEADQUARTERS:
VESTA DISTRICT SERVICES
c/o Vesta Property Services, Inc.
245 Riverside Avenue, Suite 300
Jacksonville, FL 32202

In Reference To:

Monthly contracted management fees, as follows:

Description	Quantity	Rate	Amount
District Management Services - Oct26	1	4,583.34	4,583.34

Total 4,583.34

CABOT CITRUS FARMS

COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 12

VI. CONSENT AGENDA

D. Norlee Group Agreement

for Phase 1D FKA Iron Range Lighting

Design & Construction Work

Docusign Envelope ID: A323AE69-E96F-8802-8033-560A7BE0390E

CONSTRUCTION AGREEMENT

Date: The later of the dates under the parties' signatures, per Section 6 below
Property: Phase 1D FKA Iron Range Lighting Design and Construction Work – Cabot Citrus Farms CDD
Owner: Cabot Citrus Farms Community Development District
Contractor: Norlee Investments LLC d/b/a Norlee Group
EC13014808
EIN: 87-1233492

The undersigned Owner (the "Owner" or "District") wishes to engage the undersigned Contractor (the "Contractor") to perform certain work at the property identified above (the "Property").

Owner and Contractor consequently agree as follows:

1. DOCUMENTS INCLUDED IN THIS AGREEMENT. The term "Agreement" and/or "Contract Documents" collectively means this Construction Agreement and the following exhibits, including any drawings and specifications described in Exhibits B and E:

Exhibit A.	General Conditions
Exhibit B.	Work Description
Exhibit C.	Terms and Conditions
Exhibit D.	Performance and Payment Bond
Exhibit E.	Specifications as listed in the table of contents of the Project Manual

2. SCOPE OF WORK. Contractor shall (a) perform the construction and services described in the Contract Documents (including the Work Description), and (b) provide any labor, documentation, services, materials, and/ or equipment required in the Contract Documents or that reasonably may be inferred from the Contract Documents as necessary to produce the end-product indicated in the Contract Documents (collectively, the "Work").

3. SCHEDULE. Contractor shall commence the Work upon Owner's (or Owner's engineer's) issuance of a written notice to proceed. Substantial Completion of the Work shall occur on or before November 30, 2026 ("Substantial Completion Deadline"). Final Completion of the Work shall occur on or before the date specified in General Condition A-3.4 ("Final Completion Deadline").

4. COMPENSATION.

4.1 *Contract Sum*. As compensation in full for the Work and Contractor's other obligations under the Contract Documents, including all material, equipment, labor, and services necessary for the proper execution and Final Completion of the Work, Owner shall pay Contractor a fixed amount equal to **$335,538** (this amount, as it may be adjusted as provided in this Agreement, the "Contract Sum"). Contractor shall not invoice or charge the District for any sales, use, or similar taxes.

4.2 *Change Orders*. In connection with adjustments to the scope of the Work that require a change to the Contract Sum under the Contract, such change to the Contract Sum will be calculated using the applicable unit prices in the Contract Documents. All unit prices included in the Contract Documents are considered complete (*i.e.*, they already include all costs of Contractor and its Subcontractors relating to the work in question, including a mark-up for profit and all overhead costs), and consequently, if they are used in connection with change orders, no additional mark-ups will be permitted.

5. INSURANCE. Before commencing any Work or permitting any Subcontractor to commence Work, Contractor shall provide Owner with a certificate of insurance evidencing the insurance required in Section A-8 of the General Conditions. The following (collectively, the "Additional Insureds") must be included as additional insureds under Contractor's and its Subcontractors' applicable insurance policies, on a primary and noncontributory basis: Owner, Cabot Citrus OPCO LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors, and employees.

6. DATE OF THIS AGREEMENT; EFFECTIVENESS. This Agreement will become effective when both parties have signed it. The date this Agreement is signed by the second party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails to date its signature, the date the other party receives the signing party's signature will be deemed to be the date on which the signing party signed this Agreement and may be so noted on this Agreement. Notwithstanding the effective date of this Agreement, upon the execution of this Agreement, to the extent, if any, that Contractor or its Subcontractors have performed Work before the date of this Agreement, that Work and occurrences arising out of that Work are subject to this Agreement, including Contractor's obligations to maintain insurance.

7. AGENT FOR APPROVAL OF PAY APPLICATIONS. The District's agent for approval of pay applications is the District's engineer, Coastal Engineering Associates, Inc., Attn: Ford Manuel, P.E., 966 Candlelight Boulevard, Brooksville, Florida 34601; ford@coastal-engineering.com. Copies of pay applications and proposed change orders shall also be provided to Kyle Darin at kdarin@vestapropertyservices.com and John Jarrard at jjarrard@cabotcitrusfarms.com.

Docusign Envelope ID: A323AE69-E96F-8802-8033-560A7BE0390E

OWNER:

Cabot Citrus Farms Community Development District,
a local unit of special-purpose government

By: Marcus Motes
Digitally signed by Marcus Motes
DN: C=US, E=marcus.motes@cabot.com, CN=Marcus Motes
Date: 2026.10.20 12:18:39-04'00'
Name: Marcus Motes
Title: Chairman / Vice Chairman

Date: 10/20/2026

Owner's address for notices:

c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: Kyle Darin
Email: kdarin@vestapropertyservices.com

For any notice alleging any default by Owner, Contractor shall as a condition to the effectiveness of such notice send a copy of the notice to the following address, by reputable overnight carrier or registered or certified mail:

c/o Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Michael C. Eckert
Email: Michael.Eckert@kutakrock.com

CONTRACTOR:

NORLEE INVESTMENTS LLC

By: Signed by: Shawn Bussey
Name: Shawn Bussey
Title: Division Vice President

Date: 10/8/2026

Contractor's address for notices:

Norlee Investments LLC d/b/a Norlee Group
4600 Touchton Rd., Bldg 200, STE 100
Jacksonville, FL 32246
Attn: Rebecca Ross, General Counsel
With copies of all Notices sent to:
RebeccaR@norleegroup.com

Docusign Envelope ID: A323AE69-E96F-8802-8033-560A7BE0390E

Exhibit A

General Conditions

A-1. DEFINITIONS. Capitalized terms used but not defined in these Contract Documents will have the meanings given to those terms in the Agreement to which these General Conditions are attached. The following definitions also apply:

"CGL" means commercial general liability insurance and any associated excess or umbrella liability insurance.

"Contractor-Group Member" means Contractor, any Subcontractor, any person directly or indirectly employed by them, and any person for whose acts they may be liable.

"Contract Sum" is defined in Section 4 of the Construction Agreement.

"Final Completion" is defined as that point in the construction when all Work, including, but not limited to, punch-list items and site cleanup, has been satisfactorily completed, thus enabling all withheld retainage to be finally disbursed, such that nothing more remains to be done by the Contractor in connection with the Work (except for surviving obligations such as warranties).

"Final Completion Deadline" is defined in Section A-3.4, below.

"Force Majeure" is defined in Section A-4.4 of the General Conditions.

"Laws" means all applicable federal, state, and local laws, statutes, ordinances, permits, codes (including building codes), rules, regulations, and orders of public and quasi-governmental authorities, as any of the foregoing may be issued or amended from time to time, including all OSHA regulations, laws applicable to labor and immigration, and requirements imposed by governmental inspectors. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.

"Others" means any persons engaged by Owner or Property Owner directly or indirectly to perform work or services related to the Property or the Work, excluding Contractor-Group Members.

"Person" means any natural person and any type of public or private entity.

"Project" means Owner's development project for the Property, of which the Work is a part.

"Project Manual" means the Project Manual for the Request for Proposals for Phase 1D fka Iron Range Lighting Design and Construction Work, dated October 22,2025, as may be amended.

"Property" is defined in the introductory paragraphs of the Construction Agreement.

"Property Owner" means Cabot Citrus OPCO LLC, and/or the successors in fee simple interest to the Property.

"Required Insurance" means Contractor's obligations under Section A-8 General Conditions, and any other insurance-related obligations of Contractor under this Agreement.

"Subcontractor" means any person retained by Contractor as an independent contractor to provide labor, materials, equipment, or services necessary to complete a specific portion of the Work, and their sub-subcontractors of every tier.

"Substantial Completion" is defined as the time at which the construction has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Construction (or the specified part thereof) can be utilized for the purposes for which it is intended.

"Substantial Completion Deadline" is defined in Section 3 of the Construction Agreement.

"Work" is defined in Section 2 of the Construction Agreement.

A-2. PAYMENT.

A-2.1 *Invoices; Time for Payment; Joint Payment; Final Payment*. Unless otherwise specifically provided in this Agreement, (a) Contractor shall submit its applications for payment on an AIA G702/703 form or a similar form acceptable to Owner, on a monthly basis and no later than the 20th day of the month and (b) the amount of each payment will be earned and calculated based on the percentage completion of the Work as determined by Owner or Owner's engineer, and (c) deposits and other advance payments for materials or equipment stored, whether on or off site, or not yet delivered to the Property, will not be made except as Owner may otherwise agree. Notwithstanding any other provision of the Contract, Owner shall pay amounts due under this Agreement in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes ("Prompt Payment Act"). With Contractor's applications for payment, Contractor shall supply lien waivers, affidavits, and sworn statements for itself and all of its Subcontractors, which in each case must be in a form acceptable to Owner, and any other documentation requested by Owner. Contractor shall make payments due to Subcontractors within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. Owner may elect to make payments to Subcontractors directly or via joint checks. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, shall bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*. Contractor's acceptance of final payment will constitute a waiver of all claims by Contractor relating to the Work or this Agreement except those previously and timely made in writing in accordance with Section A-4.2 and specifically identified by Contractor as unsettled in its final application for payment. Each monthly pay application shall include updated construction schedules. Owner will use its best efforts to timely consider all pay applications. If Contractor believes there is an unnecessary delay in the consideration of a pay application, Contractor shall contact John Jarrard to seek more immediate action.

A-2.2 *Submission.* Contractor shall provide pay applications to the District's Agent for approval at the address and email address listed in section 7 of the Construction Agreement with courtesy copies to: Kyle Darin at kdarin@vestapropertyservices.com and John Jarrard at jjarrard@cabotcitrusfarms.com.

A-2.3 *Retainage*. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work and acceptance of the Work by the Owner, subject to any offsets to which the Owner is entitled under this Agreement. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078

Statutes.

A-2.4 *Warranty of Title; Payments to Subcontractors*. Contractor warrants that title to any materials and equipment included in the Work covered by an application for payment will pass to Owner no later than the time of payment. Contractor further warrants that upon submittal of an application for payment, all Work for which applications have been previously issued and payments received from Owner will be free of liens, claims, security interests, and other encumbrances adverse to Owner's interests. Contractor shall pay when due all third-party obligations Contractor incurs in the performance of the Work. Owner is not responsible for payments to Subcontractors.

A-2.5 *Liens*. Contractor agrees that the Owner is a local unit of special purpose government and is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*. Therefore, as against the Owner, any part of the Work or the Property on which the Work is performed, there are no lien rights available to any person providing materials or services for improvements in connection with the Work. Contractor shall keep the Property, the Work, and funds related to the Work free from all mechanics' and materialmen's liens (including stop payment notices) and all other liens, legal or equitable, arising out of the Work (any of the foregoing, a "Lien"). If any Lien is recorded or otherwise asserted by any Contractor-Group Member or any other person claiming by, through, or under Contractor, Contractor shall discharge or bond over the Lien to Owner's satisfaction, and cause it to be removed of record if it was recorded, within 15 days after it was recorded or served. If Contractor fails to do so, Owner may contact and negotiate with any claimants directly and may cure the Lien by such means as Owner deems appropriate (which may include paying the Lien amount directly to the claimant) and Contractor shall indemnify Owner from all losses, liabilities, and expenses, including reasonable attorney fees, incurred by Owner in connection with the Lien and its cure. Contractor's obligations under this Section (a) include Liens arising out of claims by Contractor or Subcontractors for amounts Owner is withholding pursuant to this Agreement or otherwise disputes are payable and (b) will survive Final Completion and any earlier termination of this Agreement.

A-3. TIMING AND COMPLETION.

A-3.1 *Commencement of the Work; Notice of Commencement*. Contractor shall commence the Work on the date specified in Section 3 of the Construction Agreement. Contractor shall ensure that before commencement of any Work a notice of commencement, approved and signed by Owner, is recorded in the public records of the county in which the Property is located. Contractor shall post a certified copy of the recorded notice of commencement in a conspicuous and secure location at the Property prior to commencement of any Work, and shall maintain the same free of physical or moisture damage throughout the entire time of the Work.

A-3.2 *Payment and Performance Bonds.* Notwithstanding any other provision of the Agreement, before commencing the Work, and consistent with the requirements of Section 255.05 of the Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Hernando County, Florida, a payment and performance bond with a surety insurer authorized to do business in the state of Florida as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05 of the Florida Statutes. Such bond and/or security shall be for 100% of the Contract Sum and shall be in effect for a full year from the time of Final Completion. In addition, each bond shall be on an Owner-approved form and shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05 or Sections 713.23 and 713.245, *Florida Statutes*, whichever are applicable, are incorporated by reference herein." If requested by a government entity, payment and performance bonds shall include a dual obligee rider naming such government entity as a dual obligee.

A-3.3 *Timing and Completion, Generally*. Contractor shall perform all Work expeditiously and with adequate forces, and shall complete the Work by the date specified in the Agreement, as modified. If requested by Owner, Contractor shall submit and periodically update a schedule for the Work, and shall comply with any schedule mutually agreed by Owner and Contractor and achieve any milestones and completion dates indicated in that schedule (though the Final Completion Deadline can only be extended by a written change order signed by Owner). Except as this Agreement or Florida Statute may specifically provide otherwise or as Owner may otherwise determine, the Work will not meet Final Completion and any retainage will not be released until all Work has been completed to Owner's satisfaction (including correction of nonconforming or defective Work), applicable governmental authorities have issued any approvals required pursuant to Laws or Owner's agreement with such governmental authorities, and, to the extent the completed Work (*e.g.*, roadways) will be turned over to any governmental authority, such governmental authority has approved and accepted the completed Work as being ready for such turnover. Time limits in this Agreement are of the essence.

A-3.4 *Implementation of Section 218.735(7), Florida Statutes.* Within thirty (30) days after Substantial Completion, the Owner's engineer shall inspect the Work and meet with Contractor to develop a list of items required to complete the Work in a complete, satisfactory and acceptable state ("Completion List"). Once the list is developed, the Owner's Engineer shall estimate the cost to complete each item on the Completion List and insert the price of each item on the Completion List. The Completion List must be delivered to Contractor after final development and review, and no later than fifty (50) days after Substantial Completion. Final Completion shall be thirty (30) days after delivery of the Completion List to the Contractor. Within twenty (20) days after delivery of the Completion List to the Contractor, Owner shall pay the Contractor the remaining contract balance that includes all retainage previously withheld, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the Completion List. After the Contractor has satisfactorily completed all items on the Completion List, it may submit a payment request to the Owner for the remaining contract balance. If a good faith dispute exists as to whether one or more items identified on the Completion List have been completed pursuant to the Construction Agreement, Owner may continue to withhold up to one hundred fifty percent (150%) of the total costs to complete such items.

A-4. CHANGES AND CLAIMS.

A-4.1 *Changes*. Owner may issue written directives changing the Work, and upon receipt, Contractor shall proceed with the changes up to the amount of $50,000 for unsigned/disputed change orders. Contractor shall not perform work in addition to the Work, or perform Work that differs from the requirements of the Contract Documents, unless Owner has issued a written directive changing

Work or the parties have executed a change order with respect to the additional or changed Work. The Contract Documents can only be amended or supplemented by a written change order or amendment signed by both parties, and cannot be amended or supplemented by implication, oral agreements, actions, inactions, or course of conduct. Contractor shall not make substitutions without Owner's prior written consent. Owner will use its best efforts to timely consider all change orders proposed by Contractor. If Contractor believes there is an unnecessary delay in the consideration of a change order, Contractor shall contact John Jarrard to seek more immediate action.

A-4.2 *Claims for Additional Compensation or Time*. The sole and exclusive circumstances under which the Contract Sum and Substantial Completion Deadline and Final Completion Deadline may be adjusted are those expressly identified in the Contract Documents. If Contractor wishes to request an increase in its time for completion of the Work and/or Contract Sum for any reason permitted in the Contract including changes, delays, force majeure, or differing site conditions, Contractor must make a written request for that increase on or before the earlier to occur of (a) the date on which Contractor commences any Work that will be the basis of the claim (except in the case of an emergency) or (b) the date that is seven days after Contractor receives the written direction from Owner, or first learns of any other condition or occurrence, upon which the claim will be based. If a claim is not made within this period, it will be deemed to have been waived, if Owner has is in fact been prejudiced by the failure to make a claim within this period. Merely notifying Owner of a condition or circumstance without indicating Contractor's intent to seek a change order for such increase does not constitute making a claim. Except in the case of emergencies, if any Contractor-Group Member performs additional Work without Owner's prior written authorization or written agreement, Contractor will not be entitled to reimbursement for, and hereby waives any claim for an increase to the Contract Sum or additional time in connection with, the additional Work. Contractor will be entitled to additional compensation and/or time only to the extent, if any, determined by Owner, and without limitation will not be entitled to additional compensation or time to the extent that the basis of its claim is any negligent act or omission or intentional misconduct of any Contractor-Group Member, or the failure of any Contractor-Group Member to act reasonably or to comply with the Contract Documents (including any failure to observe or discover a condition that Contractor reasonably should have observed or discovered in taking the actions described in Section A-4.3). Any change orders that remain unresolved or disputed by the parties are subject to final resolution through the disputes clauses.

A-4.3 *Review of Documents and Field Conditions*. Contractor represents that (a) it has, before executing this Agreement, carefully reviewed the Contract Documents and any other documentation provided to Contractor regarding the Work or the worksite, inspected the worksite (including any improvements at the Property into which the Work will be incorporated and any facilities or conditions on which it will rely), and become familiar with local conditions under which the Work is to be performed and reasonably correlated its personal observations from a visual, non-invasive inspection with the requirements of the Contract Documents,(b) it has included in the Contract Documents all qualifications, exclusions, and reservations to the scope of the Work to be provided for the Contract Sum and within the required time that it knew of based on its investigations under this Section, or that a reasonable contractor performing Contractor's obligations under this Section would reasonably have known of, and (c) in executing this Agreement, Contractor is not relying on any statements or other representations of Owner or its agents with respect to the Property, the Project, or the Contract Documents except as expressly set forth in the Contract Documents. Contractor shall promptly report to Owner in writing or via email any errors, inconsistencies, or omissions it discovers in the Contract Documents or in any document or information provided by Owner or Others, and any defects it actually discovers in existing improvements (including the work of Others) that may affect the Work, though Contractor is not required to perform destructive testing or uncover concealed conditions, and, though this notice will not relieve Contractor from its other obligations under the Contract Documents.

A-4.4 *Force Majeure*. Contractor will be entitled to an adjustment of the Substantial Completion Deadline and the Final Completion Deadline to the extent that Force Majeure directly delays the critical path of the Work, on condition that Contractor makes a timely and proper claim as provided in Section A-4.2 and subject to other terms and conditions of this Agreement. "Force Majeure" events include, but are not limited to, catastrophic storms or floods, lightning, tornadoes, hurricanes, earthquakes, and other acts of God, wars, civil disturbances, terrorist attacks, revolts, insurrections, sabotage, commercial embargoes, Government imposed tariffs, and manufacturing/shipping delays, epidemics, pandemics, fires, and explosions, to the extent the same (a) is not attributable to the act or omission of any Contractor-Group Member, and (b) cannot reasonably be circumvented through the use of alternate sources, workaround plans, or other means. Contractor shall diligently endeavor to overcome Force Majeure, and, without limitation, shall proceed with any portion of the Work not affected by the Force Majeure. To the extent Government-imposed tariffs or government orders enacted after the date of this Agreement increase the cost of materials timely ordered by Contractor, Contractor will be entitled to a change order for the documented incremental cost.

A-4.5 *Notification of Surety*. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Sum or time for completion of the Work), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

A-5. REQUIREMENTS REGARDING PERFORMANCE OF WORK.

A-5.1 *Standard of Care*. Contractor shall perform the Work in accordance with the standard of care used by reputable contractors performing similar work for projects similar to this Project (though this standard of care does not affect any higher standard of care that would apply but for this sentence).

A-5.2 *Providing Necessary Elements*. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and Final Completion of the Work.

A-5.3 *Persons Performing Work*. Contractor shall ensure that all Work is performed and supervised by skilled and experienced personnel that are directly employed by Contractor or an approved Subcontractor. Contractor shall enforce strict discipline and goo

among Contractor's employees and other Contractor-Group Members. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of Contractor's employees are Contractor's responsibility. Contractor shall comply with all Laws related to its employees, including Laws regulating workers compensation, social security, unemployment insurance, hours of labor, wages, and working conditions.

A-5.4 *Safety; Repair of Damage*. Contractor shall confine operations at the Property to areas permitted by Laws, the Contract Documents, and Owner. Contractor is solely responsible for and has sole control over (a) means, methods, techniques, and procedures for the Work and (b) initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall maintain a safe worksite, shall take all necessary precautions for the safety and security of persons or property, and shall provide protection to prevent damage, injury, or loss to persons or property, including employees performing the Work, other persons that may encounter or be affected by the Work, the Work itself, work provided by Others, and any other personal or real property that may be affected by the Work. Contractor shall promptly and at its own expense repair and otherwise remedy damage and loss to property arising out of the Work. Among other requirements, the Contractor or Subcontractor performing trench excavation work for the Work shall comply with the applicable trench safety standards.

A-5.5 *Hazardous Materials*. Contractor is responsible for the proper delivery, handling, application, storage, removal, and disposal, in compliance with Laws, of all materials and substances brought to the Property by any Contractor-Group Member or otherwise used or consumed in the performance of the Work. If Contractor encounters any pre-existing hazardous materials at the Property, it shall immediately notify Owner and shall not disturb the hazardous materials unless otherwise directed by Owner.

A-5.6 *Access to Work*. Contractor shall provide Owner, its representative or designee, and Others with access to the Work in preparation and progress wherever located.

A-5.7 *Cleaning*. Contractor shall keep the worksite and surrounding area free from accumulation of debris and trash related to the Work, and shall comply with Owner's requests regarding cleaning. Upon Final Completion of the Work, Contractor shall remove all tools, construction equipment, machinery, and surplus material of Contractor-Group Members, and shall properly dispose of waste materials.

A-5.8 *Warranty*. Contractor warrants that all Work will be performed in a good and workmanlike manner, that all materials and equipment furnished under the Contract Documents will be of good quality and new, and that the Work will conform to the requirements of the Contract Documents and will be free from defects. This warranty will commence upon Final Completion or the earlier termination of this Agreement for a period of one year, and is in addition to any other warranty (and is not limited by any other warranty or any warranty disclaimer or limitation) required by Florida law, included elsewhere in the Contract Documents, or issued by any Contractor-Group Member (including any manufacturer) at any time hereafter. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and Subcontractors. If an assignment of warranty requires the material supplier or Subcontractor to consent to same, then Contractor shall secure the material supplier's or Subcontractor's consent to assign said warranties to Owner.

A-5.9 *Compliance with Laws; Permits*. Contractor shall ensure that all Work is performed in accordance with Laws. If Contractor performs Work that it knows or should reasonably know is contrary to Laws, Contractor shall bear the costs attributable to correction. Contractor shall pay sales, consumer, use, and similar taxes that are legally required during the term of this Agreement, and the Contract Sum includes all such taxes required (whether or not yet effective or merely scheduled to go into effect) at the time when this Agreement is executed. Contractor shall obtain at the appropriate time the building permit and any other permits, licenses, inspections, or approvals for the Work required under Laws or otherwise necessary for proper execution and Final Completion of the Work. If the Contract Documents require any Contractor-Group Member to provide design services, Contractor shall procure those services from a licensed design professional retained by Contractor. Contractor represents that it and its Subcontractors are, and during the term of this Agreement will remain, fully qualified and licensed under Laws to perform the Work.

A-5.10 *Liquidated Damages for Failure to Complete the Work.* Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed by the deadlines set forth in the Agreement, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. The Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

(a) Substantial Completion: Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

(b) Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the required timeframe (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

(c) Liquidated damages for failing to timely attain Substantial Completion, and Final Completion are not additive, and will not be imposed concurrently and shall not exceed 5% of the Contract Sum.

(d) Default days shall be counted in calendar days. Owner has the right to apply, as payment on such liquidated damages, any money Owner owes the Contractor. Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it. In the case of a default of the Contractor and the completion of the work by Owner, the Contractor and his surety are liable for the liquidated damages under the Contract, but Owner will not charge liquidated damages for any delay in the final completion of Owner's performance of the work due to any unreasonable action or delay on the part of Owner.

A-5.11 *Submittals*. Contractor shall promptly prepare or review (as applicable), approve in writing, and submit to Owner (

directed by Owner, its engineer) any shop drawings, product data, samples, and similar submittals required by the Contract Documents. Contractor shall perform the Work in accordance with shop drawings, product data, samples, and other submittals approved by Owner, but Owner's approval will not excuse Contractor from the failure of any of these submittals to conform to any requirements of the Contract Documents.

A-5.12 *Ethics*. Contractor shall perform the Work with integrity, and shall disclose and avoid conflicts of interest. Contractor represents that it has not and shall not pay or receive any contingent fees or gratuities to or from any other person in connection with the Work.

A-5.13 *Confidentiality*. Contractor shall keep confidential, and shall require other Contractor-Group Members to keep confidential, any documents or information relating to the Property, this Project (including any incidents or disputes arising out of the Work), or Owner or its affiliates that is identified by Owner as confidential and/or exempt under Florida's public records laws. Contractor shall not (and shall ensure that other Contractor-Group Members do not) use pictures of the Property, or identify the Property by name or address, in any advertisements or publicity without Owner's and Property Owner's written consent. This Section will survive Final Completion and any earlier termination of this Agreement.

A-5.14 *Documentation*. Contractor shall keep organized and detailed records, books, correspondence, drawings, receipts, subcontracts, purchase orders, and other documentation relating to the Work, including Subcontractors' evidence of insurance and lien waivers procured from Subcontractors. Contractor shall also maintain daily records regarding the Work, including information regarding manpower, Work in progress, accidents, and field observations. Contractor shall keep all of the foregoing documentation, and shall make this documentation available to Owner and its designees for inspection and copying in normal working hours, until three years after the earlier of Final Completion or the termination of this Agreement.

A-6. SUBCONTRACTORS. Contractor shall require Subcontractors, to the extent of their Work, to comply with Contractor's obligations in the Contract Documents. Before any Subcontractor commences Work, Contractor shall cause the Subcontractor to execute a written agreement that provides that Owner is an intended third-party beneficiary of the agreement and requires the Subcontractor, to the extent of its Work, to be bound to Contractor by the terms of the Contract Documents, to assume toward Contractor the obligations that Contractor, by the Contract Documents, assumes toward Owner, to carry the insurance and make the waivers required of Contractor in Section A-8, and to impose these requirements on its sub-subcontractors. Each agreement with a Subcontractor must protect Owner's rights under this Agreement with respect to the Work to be performed by the Subcontractor, so that subcontracting that Work will not prejudice Owner's rights. Contractor is responsible for all Work performed by, and all acts and omissions of, Contractor-Group Members.

A-7. WORK BY OTHERS. Owner or Property Owner may perform work at the worksite via Others. Contractor shall cooperate with Others, coordinate its Work with any work of Others, perform its Work so as not to hinder, delay, interfere with, or damage any work of Others, and permit Others to store materials and equipment at the worksite and otherwise access the worksite.

A-8. INSURANCE.

A-8.1 *Required Coverages*. Contractor shall maintain the following minimum insurance with respect to the Work without interruption from the date of this Agreement through Final Completion, at any time thereafter when Contractor enters the worksite to perform corrective Work, and during any additional periods specified in this Agreement:

(a) *Commercial general liability insurance* on the most recently filed ISO CG 00 01 form that, without limitation:
   (i) has limits of not less than the greater of (A) $1,000,000 each occurrence, $2,000,000 general aggregate (per-project), and $2,000,000 products-completed operations aggregate or (B) the limits Contractor actually maintains;
   (ii) provides coverage for claims arising out of or resulting from operations under this Agreement and for which the insured may be legally liable, including (A) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and coverage for death and mental anguish, (B) personal and advertising injury, (C) damages because of physical damage to or destruction of tangible property, including the loss of use of such property, (D) bodily injury or property damage arising out of completed operations, and (E) Contractor's indemnity obligations under Section A-9;
   (iii) does not exclude or restrict coverage with respect to the following: (A) claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim; (B) claims for property damage to the Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor; (C) claims for bodily injury other than to employees of the insured; (D) claims for indemnity under Section A-9 arising out of injury to employees of the insured; (E) claims or loss excluded under a prior work endorsement or other similar exclusionary language; (F) claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language; or (G) claims that apply to the type or nature of this particular Work (*e.g.*, if the Work involves earth subsidence or movement, there must be no exclusion for these hazards, and if the Work involves explosion, collapse or underground hazards, there must be no exclusion for these hazards);
   (iv) includes the Additional Insureds identified in the Agreement as additional insureds via an ISO 20 10 11 85 endorsement if available, and otherwise via one or more endorsements (*e.g.*, a combination of CG 20 10 and CG 20 37) that provides coverage for both ongoing and completed operations, does not limit coverage to vicarious liability, and is otherwise reasonably acceptable to Owner; and
   (v) applies as primary and non-contributory insurance with respect to any other insurance or self-insurance program available to the Additional Insureds, provides coverage to the Additional Insureds at least as broad as that available to the named insureds, and does not include terms that make the coverage afforded to an Additional Insured excess to other insurance on which such party is also an additional insured.

Contractor shall maintain its products-completed operations coverage for the greater of three years after Final Completion of the Work or the time during which a claim arising out of the Work may be properly asserted under the applicable statute of limitations or repose (such applicable period, the "Repose Period"), and shall include the Additional Insureds as additional insureds during this period, on a primary and non-contributory basis.

(b) *Automobile liability insurance*, covering vehicles owned by Contractor and non-owned vehicles used by Contractor or anyone for whose acts Contractor is responsible, with a combined single limit of not less than $1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. Contractor shall cause the Additional Insureds to be included as additional insureds under this policy on a primary and non-contributory basis. If the Work will involve hauling or transporting waste materials, hazardous material, hazardous substances, or any other environmentally regulated substances that require a regulated manifest, Contractor shall also obtain CA-9948 and MCS-90 endorsements.

(c) *Workers compensation and employers liability insurance* for all persons that perform Work for Contractor or anyone for whose conduct Contractor is responsible. The workers compensation insurance must fulfill applicable statutory requirements. The employers liability insurance must have limits of not less than $1,000,000 each employee – each accident, $1,000,000 each employee – each disease, and $1,000,000 policy limit.

(d) *Commercial excess or umbrella liability insurance* with respect to Contractor's CGL, automobile, and employers liability insurance, with a limit of not less than **$5,000,000** each occurrence and annual aggregate. This insurance must be at least as broad as the underlying coverages, must be maintained for the Repose Period, must (with respect to Contractor's CGL and automobile insurance) include the Additional Insureds as additional insureds on a primary and non-contributory basis until the end of the Repose Period, and must include a waiver of subrogation as required in Section A-8.3. The excess policy must not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Notwithstanding the specified minimum limits in this Section A-8.1 for primary CGL, automobile, and employers liability insurance and the separate specified minimum limit for commercial excess or umbrella liability insurance, in each case this Section A-8.1 is to be construed as requiring only the combined primary and excess/umbrella minimum limit and that combined minimum limit may be achieved with any combination of primary and excess or umbrella insurance.

(e) *Professional liability insurance*, if the Work includes any professional services, with limits of not less than $1,000,000 each claim and $1,000,000 annual aggregate. If Contractor performs the professional services, then it shall carry this insurance; if a Subcontractor performs the services, then Contractor shall require the Subcontractor to carry this insurance. In either case this insurance, if required, must be retroactive to the date of the commencement of the professional services and must be maintained for at least three years after Final Completion or the earlier termination of this Agreement.

(f) *Contractors' pollution liability insurance* (or "contractor's pollution indemnity insurance") covering losses caused by pollution conditions that arise from the Work, with limits of not less than $2,000,000 per loss and in the aggregate. This insurance (i) must be retroactive to the date of the commencement of the Work, if it is written on a claims-made basis, (ii) must be maintained, or an extended reporting period must be exercised, until the end of the Repose Period, and (iii) must include the Additional Insureds as additional insureds on a primary and non-contributory basis, until the end of the Repose Period.

(g) *Property insurance* covering the full replacement value of rented or owned job trailers, machinery, tools, equipment, and other property used by Contractor or Subcontractors and not destined to become a part of the completed construction, and Work (including materials and equipment) until the risk of loss passes to Owner at Final Completion, and Contractor hereby waives, and shall require its Subcontractors (including lessors of equipment and the owners of any borrowed items) to waive, all claims against the Additional Insureds, any tenants at the Property, Others, and their employees, for loss or damage to these items, regardless of the cause. Except to the extent a loss is covered by insurance proceeds paid to Owner, Contractor bears the risk of loss and damage to the Work (including any materials incorporated or to be incorporated as part of the Work) until the date when the Work is completed.

A-8.2 ***Subcontractors' Insurance***. Contractor shall by written agreement require its Subcontractors to maintain the insurance and make the waivers required of Contractor in this Section A-8, subject to individual exceptions to the extent specifically agreed by Owner in writing on a case-by-case basis.

A-8.3 *Insurance Requirements*. Required Insurance must, unless otherwise agreed in writing by Owner, be issued by reputable insurance carriers authorized to transact that class of insurance in the State(s) in which the Work is performed, having an A.M. Best rating of at least A- VIII. The cost of the Required Insurance (including deductibles and self-insured retentions related to claims arising out of the Work), as well as the cost of any other insurance carried by Contractor with respect to the Work, will be borne solely by Contractor, and Contractor shall reimburse Owner for amounts paid by Owner or other Additional Insureds due to deductibles or self-insured retentions with respect to Required Insurance. Contractor shall require the issuers of Required Insurance to waive subrogation rights with respect to the Additional Insureds, and Contractor hereby waives all rights against the Additional Insureds and Others for damage occurring on or after the date on which this Agreement is executed to the extent that damage (a) is covered by Required Insurance or any other insurance maintained by Contractor, (b) is attributable to any deductible or self-insured retention relating to insurance maintained by Contractor, or (c) arises out of the sole negligence of any Contractor-Group Members. Contractor shall ensure that Required Insurance policies (with the exception of any professional liability policies) do not include defense costs within the limits of liability, and do not include a deductible or self-insured retention in excess of $10,000 (or $50,000 for professional liability) except with Owner's written approval.

A-8.4 *Evidence of Insurance*. Contractor shall provide to Owner a certificate of insurance on ACORD Form 25 evidencing the Required Insurance, and if requested, the required additional insured, waiver of subrogation, notice of cancellation, and primary and non-contributory endorsements, at the following times: (a) prior to commencement of the Work; (b) upon renewal or replacement of ea

required policy of insurance; and (c) upon Owner's written request. Contractor shall require Required Insurance policies to provide Owner with at least 30 days' written notice of cancellation (or 10 days' written notice if cancellation is due to non-payment of premium), and in any event shall ensure that Owner is notified before the cancellation or non-renewal of any Required Insurance. Contractor shall cause its certificates of insurance to disclose any deductible or self-insured retention applicable to any of its Required Insurance policies, and shall provide certified copies of Required Insurance policies if requested. Owner's failure to require Contractor to provide evidence of Required Insurance, or Owner's acceptance of evidence that indicates insurance that fails to satisfy any requirements of this Agreement, will not constitute a waiver of these requirements. Before permitting any Subcontractor to commence Work at the Property, Contractor shall obtain a certificate of insurance from that Subcontractor evidencing its compliance with the requirements of this Agreement. If Contractor fails to have secured and maintained the required insurance, the Owner has the right (without any obligation to do so, however), to secure such required insurance, in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.

A-9. INDEMNITY; SOVERIGN IMMUNITY. To the fullest extent permitted by Laws, Contractor shall indemnify and defend the Additional Insureds from third-party claims, damages, liabilities, losses, and expenses, including attorneys' fees and dispute-related expenses (collectively, "Claims"), to the extent arising out of (a) performance of the Work, but only to the extent caused by the negligent acts or omissions or willful misconduct of Contractor or a Contractor-Group Member or (b) Contractor's breach of this Agreement. Contractor's maximum liability for indemnity and other claims arising out of or relating to this Agreement is limited to the general liability limits of insurance required by this Agreement, consistent with Section 725.06, Florida Statutes. In claims against any indemnified person by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnity obligation in this Section will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or a Subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts. Contractor's obligations under this Section (a) do not negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a person described in this Section, and (b) will survive Final Completion and any earlier termination of this Agreement. Nothing in the Contract shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

A-10. CORRECTION OF DEFECTIVE WORK.

A-10.1 *Correction of Work Before Completion*. Contractor shall promptly correct Work rejected by Owner as failing to conform to the requirements of the Contract Documents. Contractor shall bear the cost of correcting any rejected Work, including the costs of uncovering, replacement, and additional testing. Owner will be deemed to have accepted defective or nonconforming Work only if it does so expressly and in writing, and acceptance of defective or nonconforming Work will not be implied by a progress payment or final payment, by any inspection or testing of the Work, by any course of dealing or oral acceptance, or by partial or entire use or occupancy of the completed Work by Owner or others.

A-10.2 *Correction of Work After Completion*. For one year after Final Completion of the Work or the earlier termination of this Agreement and during any longer correction period provided elsewhere in the Contract Documents (including during any longer "warranty period" described elsewhere in the Contract Documents or in any separate warranty document issued hereafter), Contractor shall, at its own expense and within five days after Owner's notice, repair or replace, as directed by Owner, (a) any portion of the Work that is defective in workmanship or material or otherwise is not in accordance with the Contract Documents (including applicable drawings and specifications) or other warranties in the Contract Documents, and (b) any other resulting damage. Neither this Section nor any "warranty period" described elsewhere in the Contract Documents is to be construed to establish a period of limitation with respect to Section A-5.8 or any other obligations Contractor has under the Contract Documents.

A-10.3 ***Owner's** Right to Cure Failures*. If Contractor fails to perform the Work in accordance with the Contract Documents or otherwise fails to comply with any requirement of the Contract Documents, and either the situation constitutes an emergency or Contractor does not cure the failure to Owner's satisfaction within five days after it receives notice from Owner of the failure, then Owner may at Contractor's expense (and in addition to any other remedies available to Owner) arrange for the failure to be cured by whatever means Owner may choose, and Contractor shall indemnify Owner from all losses, liabilities, and expenses, including reasonable attorney fees, incurred by Owner in connection with the cure. Owner may also issue a written order to Contractor to stop the Work, or any portion of the Work, until the failure is cured, and Contractor will not be entitled to any time extension or increase to the Contract Sum due to the Work stoppage. Owner has no obligation to exercise its rights under this Section for the benefit of Contractor or any other person. This Section will survive Final Completion and any earlier termination of this Agreement.

A-10.4 *Construction Defects*. PURSUANT TO SECTION 558.005, *FLORIDA STATUTES*, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

A-11. SUSPENSION AND TERMINATION.

A-11.1 *By Owner, for Cause*. Owner may terminate this Agreement for cause, upon seven days' written notice and opportunity to cure upon seven days' written notice, if Contractor fails to cure the default within that seven-day period (or, if the default cannot reasonably be cured within seven days, fails to commence the cure within that period and diligently complete it within thirty (30) days after the notice) (or any longer period Owner may elect to specify in its notice), if Contractor (a) refuses or fails to supply enough properly skilled workers or proper materials, (b) fails to make payment to Subcontractors for materials or labor in accordance with this Agreement and the respective agreements between Contractor and its Subcontractors, (c) disregards Laws, or (d) otherwise breaches a provision of this Agreement. Upon this termination, (i) Owner may take possession of the worksite and of all materials thereon paid for by Owner and finish the Work by whatever method Owner may deem expedient, and (ii) Contractor will not be entitled to receive further payment (if ar

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due) until the Work is finished (except to the extent such is inconsistent in any way with Florida's Prompt Payment Act, such Prompt Payment Act shall control). An opportunity to cure shall not be required if the default creates an imminent threat to person or property.

A-11.2 *By Owner, for Convenience*. Owner may at any time, for Owner's convenience and without cause, suspend or postpone any portion of the Work or terminate this Agreement. If Owner suspends the Work for convenience, the Substantial Completion and Final Completion Deadlines will be equitably extended by the duration of the suspension, and for any suspension exceeding 90 days Contractor will be entitled to a change order for the reasonable time and cost resulting from the suspension. Unless otherwise specified in Owner's written notice, any such suspension or termination will be effective immediately. If Owner terminates for convenience, Contractor will be entitled only to the greater of (a) the portion of the Contract Sum earned through the date the termination becomes effective and not previously paid, including release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed and reasonable demobilization and termination related costs, and overhead and profit on Work performed, (b) $100, and will not be entitled to overhead or profit on Work not executed or any other consequential damages of any kind. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders, or other related arrangements. A termination by Owner under this Section will not constitute a waiver of any claims Owner may have against Contractor, or prejudice any other right or remedy available to Owner.

A-11.3 *By Contractor*. Contractor, as its sole remedy for Owner's failure to make timely payments of amounts not subject to dispute as required in this Agreement (other than rights under Laws that cannot be waived), may suspend the Work or terminate this Agreement, but only if such amounts remain unpaid for (60) sixty days after the payment period provided in this Agreement expires. For any other default of Owner, Contractor may suspend the Work or terminate this Agreement only if Owner fails to cure the default within 30 days (or such longer period as may be necessary for Owner exercising diligent efforts to cure the default) after Contractor notifies Owner of the default and of Contractor's intention to suspend or terminate this Agreement if Owner does not cure the default. In each case, Contractor's suspension or termination notice (a) must be delivered via reputable overnight carrier or registered or certified mail, (b) will be effective 14 days after Owner receives the notice stating that Contractor is terminating the Agreement or suspending the Work (as applicable), and (c) will not be effective if Owner cures the failure within this period. If Contractor elects to suspend initially under this Section, then on and after the date the suspension becomes effective pursuant to this Section, the Contractor may thereafter terminate this Agreement upon seven additional days' written notice, except this Agreement will not terminate and Contractor shall resume the Work if Owner cures the default before the termination becomes effective. To the extent this Section A-11.3 is inconsistent in any way with Florida's Prompt Payment Act, such Prompt Payment Act shall control.

A-12. PROVISIONS RELATED TO DISPUTES.

A-12.1 *Performance During Disputes*. Except as provided in Section A-11.3, Contractor shall continue performing the Work without interruption, notwithstanding any dispute arising out of or related to the Work or this Agreement, and if Contractor continues performing, then Owner shall continue to make payments of amounts not subject to dispute or withholding.

A-12.2 ***Attorneys' Fees***. Should any claim, action, or proceeding (including any appeals) be commenced between the parties arising out of or relating to the Work or this Agreement, the party prevailing in the claim, action, or proceeding will be entitled to recover from the other party its reasonable attorneys' fees and other expenses incurred in connection with the claim, action, or proceeding.

A-12.3 *JURY TRIAL WAIVER*. IN CONNECTION WITH ANY LITIGATION RELATED TO THE WORK OR THIS AGREEMENT, THE PARTIES WAIVE ALL RIGHTS TO HAVE THE DISPUTE RESOLVED IN A TRIAL BY JURY.

A-12.4 *Governing Law*. The Laws of the State in which the Property is located, without giving effect to principles of conflicts of laws, govern all disputes arising out of this Agreement, including all tort claims. All actions and disputes shall be brought in the proper court and venue, which shall be in or for the Florida county in which the Property is located.

A-12.5 *Remedies*. Except where this Agreement provides that a remedy is a party's sole remedy, the rights and remedies granted to the parties in this Agreement are in addition to, and are not to be construed as a limitation of, any rights and remedies available to the parties under Laws, by special warranty or guarantee, or by other provisions of this Agreement.

A-12.6 *Personal Liability*. None of Owner's or Property Owner's direct or indirect affiliates, members, partners, managers, agents, or representatives, and none of the officers, directors, shareholders, supervisors, staff, lawyers, managers, engineers, consultants, agenda, subcontractors, or employees of Owner or of any of the foregoing, will have any personal liability under or in connection with this Agreement, and Contractor shall not name them in or seek to join them in any action related to the Work or this Agreement.

A-12.7 *Waiver*. Under no circumstances will either party be entitled to recover lost profits, indirect, or consequential damages under this Agreement.

A-12.8 *Severability*. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement will be enforceable to the fullest extent permitted by Laws.

A-13. TAX-EXEMPT DIRECT PURCHASES. Owner and Contractor agree that the Owner may, in its sole discretion, elect to undertake a direct purchase of any or all materials incorporated into the Work performed according to the Agreement. In such event, the following conditions shall apply:

A-13.1 Owner represents to Contractor that the Owner is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.

A-13.2 Owner may elect to implement a direct purchase arrangement whereby the Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the Work directly from the suppliers to take advantage of Owner's tax-exempt status.

A-13.3 Prior to purchasing any materials, the Contractor shall contact Owner to determine which materials will be treated as Direct Purchase Materials.

A-13.4 Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor.

Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to Owner; (3) payment of the vendor's invoice will be made directly by Owner to the vendor from public funds; (4) Owner will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) Owner assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties, and interest determined to be due.

A-13.5 Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Owner shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by Owner, and if the original contract contemplated sale of materials and installation by the same person, the change order shall reflect sale of materials and installation by different legal entities.

A-13.6 Upon delivery of the Direct Purchase Materials to the jobsite, Owner shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials.

A-13.7 Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers from public funds.

A-13.8 Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products. All warranties, bonds, and other forms of indemnification provided by Contractor as part of Contract shall apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.

A-13.9 Owner shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

A-14. INTERPRETATIONAL MATTERS.

A-14.1 *Interpretation of Documents*. The intent of the Contract Documents is to include all items necessary for the proper execution and Final Completion of the Work by Contractor. If Contractor becomes aware of any inconsistencies, ambiguities, conflicts, omissions, or errors in or between portions of the Contract Documents, Contractor shall promptly (and in any event before proceeding with Work based on the discrepancy) submit the matter to Owner for clarification. The different provisions of the Contract Documents are complementary, and unless Owner determines otherwise in an individual case, (a) what is required by one is as binding as if required by all, and (b) with respect to inconsistencies or conflicts within or between parts of the Contract Documents, or between the Contract Documents and Laws, Contractor shall provide the greater quantity of Work and comply with the more stringent requirement. The purpose of any attached terms and conditions (*e.g.*, as Exhibit C) is solely to define the scope of the Work, and consequently, except as Owner may otherwise determine in any particular case, any other provisions or limitations of any kind in any such documents that conflict with these General Terms are null and are not part of this Agreement.

A-14.2 *Entire Agreement*. This Agreement represents the entire and integrated agreement between Owner and Contractor with respect to the Work, and supersedes and replaces any existing written or oral agreements between the parties regarding the Work. Notwithstanding the foregoing, and except as Owner may otherwise determine, this Agreement does not abrogate Contractor's responsibility for any prior signed statements or agreements provided or made by Contractor for Owner's benefit.

A-14.3 *Third-Party Beneficiaries*. Nothing in this Agreement gives any person other than Contractor any rights against Owner, whether as a third-party beneficiary or otherwise.

A-15. GENERAL PROVISIONS.

A-15.1 *Ownership of Documents*. Owner will own any drawings, reports, or other documents, in whatever format, provided by Owner or its consultants, or produced by Contractor or Subcontractors, in connection with the Work. Contractor shall, upon Owner's request, promptly provide Owner with copies of these documents in Contractor's possession or control, in the requested format.

A-15.2 *Status of Contractor*. Contractor is acting under this Agreement solely as an independent contractor, and not as an employee, partner, or joint venturer. Contractor has no authority to act for or otherwise bind Owner.

A-15.3 *Expenses*. Except as specifically provided in this Agreement, Contractor shall perform its obligations under this Agreement at its own expense.

A-15.4 *Notices*. Notices, requests, and other communications related to this Agreement must be in writing and will be effective when delivered (even if delivery is rejected) to the address for the recipient party below its signature to the Agreement (as modified by that party's written notice to the other party that its address has changed) or when the written notice is otherwise actually received by the recipient party.

A-15.5 *Assignment*. Contractor shall not assign or transfer its interest in this Agreement or assign or transfer any of its rights (including rights to payment), claims, or obligations arising out of related to the Work or this Agreement or delegate any obligations under this Agreement in whole or part, by operation of law or otherwise (other than engaging Subcontractors as provided in this Agreement), without first obtaining Owner's written consent, except that Contractor may assign this Agreement in the event of an internal corporate structure change or renaming of Contractor. Any assignment without Owner's written consent is void, unless Owner elects otherwise. Owner may, without Contractor's consent assign this Agreement, in whole or in part, to a lender, purchaser, affiliate, or other person, on an exclusive or non-exclusive basis, and without limitation may assign only Owner's rights with respect to Contractor's warranty and correction obligations.

A-15.6 *Waivers*. Owner's failure to insist upon compliance with any requirement of the Contract Documents at the time i

of the noncompliance will not constitute a waiver of Owner's rights in connection with the noncompliance. A proper written waiver by Owner will only be applicable to the specific provision and instance to which it is related, and will not be deemed to be a continuing or future waiver.

A-15.7 *Counterparts*. The parties may sign this Agreement in separate counterparts, and this Agreement will be deemed fully executed when each party has signed and delivered at least one counterpart even though no single counterpart contains the signature of both parties. Signatures may be sent via electronic means, including fax or attachment to an email, and exchange of original signatures is not necessary.

A-15.8 *Electronic Copies*. Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks (such documents in such format, "Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation, or administrative proceedings between the parties in accordance with the applicable rules of evidence, and neither party will object to the admissibility of the Imaged Agreement on the basis that it was not originated or maintained in documentary ("hard copy") form.

A-15.9 *Public Records*. The Contractor understands and agrees that all documents of any kind provided to the Owner in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Kyle Darin** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the Owner; and 4) upon completion of the contract, transfer to the Owner, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain, and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, OR BY EMAIL AT KDARIN@VESTAPROPERTYSERVICES.COM, OR BY REGULAR MAIL AT VESTA DISTRICT SERVICES, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

A-15.10 *Restrictions on Removal of Fill Dirt from Work Site.* Contractor acknowledges that all fill material shall remain on-site. Fill material shall not be removed from the project site without the written consent of the Owner (or its engineer).

A-15.11 Stormwater Management.

A-15.11.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state, and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control, and erosion control. Owner, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has developed an erosion, sedimentation, and storm water pollution control and prevention plan (a "SWPPP") for the Work in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor-Group Member shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify, and hold Owner harmless from and against any and all past, present, or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage, or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor-Group Members' failure to comply with the Clean Water Act, any federal, state, and local laws, rules, and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP. Such failures shall constitute a material breach of this Agreement.

A-15.11.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor-Group Members regarding compliance with the requirements of the CWA and any federal, state, or local laws, regulations, or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Work. Prior to commencing the Work or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Storm Water Compliance Representative to request information on storm water management for the Work. Contractor and Contractor-Group Member shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state, or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans, and forms required by the CWA, any federal, state, or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water manageme

employees and Contractor-Group Members who will be working on the Work.

A-15.11.3 Contractor shall require Contractor-Group Members to immediately notify Contractor and Owner of any source pollutants that Contractor-Group Members intend to use on the jobsite that are not identified in the SWPPP, and shall require that Contractor-Group Members on the worksite immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any Contractor-Group Members shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the Final Completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state, or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

A-15.11.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor-Group Members at all times comply with, the most current version of the SWPPP. Contractor and Contractor-Group Members shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor-Group Members' personnel are appropriately trained in the appropriate "best management practices" and trained to comply with the SWPPP and with all applicable laws and regulations.

A-15.11.5 Contractor shall immediately notify Owner if it observes, discovers, and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state, or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state, or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of five (5) years following Final Completion of the Work, or longer as required by applicable law.

A-15.11.6 Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state, or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such costs within ten (10) days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default.

A-15.12 E-Verify; Scrutinized Company Statement; Audit Cooperation.

A-15.12.1 The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The Owner may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*.

A-15.12.2 If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request.

A-15.12.3 In the event that the Owner has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner. Further, absent such notification from the Owner, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

A-15.12.4 By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

A-15.12.5 The Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

A-15.12.6 The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

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A-15.12.7 The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

[End of Exhibit]

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Exhibit B

Work Description

Project Overview:

Norlee Investments LLC will furnish all labor and material necessary to provide the electrical work for the project Cabot Citrus Farms located in Brooksville, Florida.

Plans

The projects plans include: the electrical drawings and specifications dated May 4, 2026, produced and engineered by Norlee Investments LLC for the Phase 1D Site Lighting project.

Location

The location of the work shall be as identified in the above-referenced plans, and generally located on the lands within the Cabot Citrus Farms CDD boundary, as described below:

Tract-G of the Cabot Citrus Farms Phase 1B plat as recorded in Hernando County Plat Book 48; Page 27-33 and Tract J & Tract K of the Cabot Citrus Farms Phase 1D Plat as recorded in Hernando County Plat Book 50; pages 7 – 11.

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Exhibit C
Additional Terms and Conditions

GENERAL TERMS:

- Norlee Investments LLC will furnish all labor and materials for the Cabot Citrus Farms Phase 1D (formerly Iron Range) Lighting Design and Construction project in Brooksville Florida. Scope of work includes:
  1) Furnishing all labor and materials required for the electrical work.
  2) Installing 67 site lighting poles with concrete pole with bases; installation only, with poles and luminaires furnished by others. Lighting contractor and photocell for lighting control is included.
  3) Providing six (6) breakers per panel schedule and copper wire for feeders and branch circuits.
  4) Using wiring methods that comply with the National Electrical Code (NEC) and AHJ, consistent with industry-standard practices: (1) PVC Schedule 40 for underground conduit, (2) flexible metal conduit for indoor vibrating equipment, and (3) liquid-tight metal conduit for outdoor vibrating equipment. Copper wire for feeders and branching is included. Wire and conduit sizing will be based on the NEC. Norlee Investments LLC will perform voltage-drop calculations and size conductors to meet NEC recommendations.
  5) Performing work during normal hours, 7:00 a.m. to 3:30 p.m. Pricing is based on a normal, straight time, 40-hour work week. Overtime, holiday, or shift work will be undertaken only if requested and approved by Cabot Citrus Farms CDD or Cabot Citrus OPCO LLC and will be outside the contract price. The contract price includes engineering fees and permit fees.
- Cabot Citrus Farms CDD will provide adequate parking for construction workers, an area for the construction storage trailer, toilet facilities, and dumpsters.
- Cabot Citrus Farms CDD will provide the light poles and luminaires to be installed.
- Both parties agree the following items are excluded from the scope of this contract:
  1) Textura or any other billing software fees.
  2) Utility fees for in/out charges for temporary or permanent power.
  3) Temporary power consumption costs.
  4) Any documented material cost increases due to tariffs (vendors currently project a 7%–10% increase); such increases are not included.
  5) Demolition.
  6) Cutting and patching of asphalt or concrete to accommodate the scope of work.
  7) Export or import of fill dirt.
  8) De-watering to accommodate the scope of work.
  9) Concrete encasement.
  10) Power company primary conduit, switchgear, wire, and transformer pads.
  11) Directional boring.
  12) Off-site transportation of electrical demolition material.
  13) Transportation, offloading, or storage of owner-provided electrical equipment.
  14) Housekeeping and equipment pads.
  15) Access panels (by others).
  16) Painting of exposed conduits and boxes.
  17) Hazardous material removal.
  18) Specialty lighting (Wall Sconces or Chandeliers etc.)
  19) FAA lights (obstruction lights)
  20) Bim
  21) Light Poles by Others
  22) Replacing or Repairing fireproofing on the beams
  23) Repairs or replacement of any existing systems not meeting code or specifications.
  24) Disconnecting and relocation of equipment from the existing facility.
  25) Repairs to existing inoperable equipment.
  26) Temporary power for early start-up of any system, elevators, tower cranes, buck hoists, HVAC equipment, or owner-provided equipment.

CHANGES

- Changes to the work shall be determined on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including the expenditures for design services and revisions to the contract documents. In case of

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an increase in the contract sum, the cost shall include an allowance of 15% for overhead and 10% for profit. Unless otherwise provided, costs for these purposes shall include the following:

1) costs of labor, including social security, old age and unemployment insurance, fringe benefits normally provided by Norlee Investments LLC, and workers' compensation insurance;
2) costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
3) rental costs of machinery and equipment exclusive of hand tools, whether rented from Norlee Investments LLC or others;
4) costs of premiums for all bonds and insurance permit fees, and sales, use, or similar taxes;
5) additional costs of supervision and field office personnel directly attributable to the change.

Schedule of Values

CDD		
MOBILIZATION	$	39,750.00
GENERAL CONDITIONS	$	65,420.00
ENGINEERING	$	19,860.00
LIGHTING BRANCH	$	100,675.00
TRENCHING	$	89,340.00
DEMOBILIZATION	$	5,125.00
CLOSEOUT / PUNCH LIST / ASBUILTS	$	10,410.00
BONDING	$	4,958.00
Total	**$**	**335,538.00**

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Exhibit D
Performance & Payment Bond

[Attached beginning on following page]

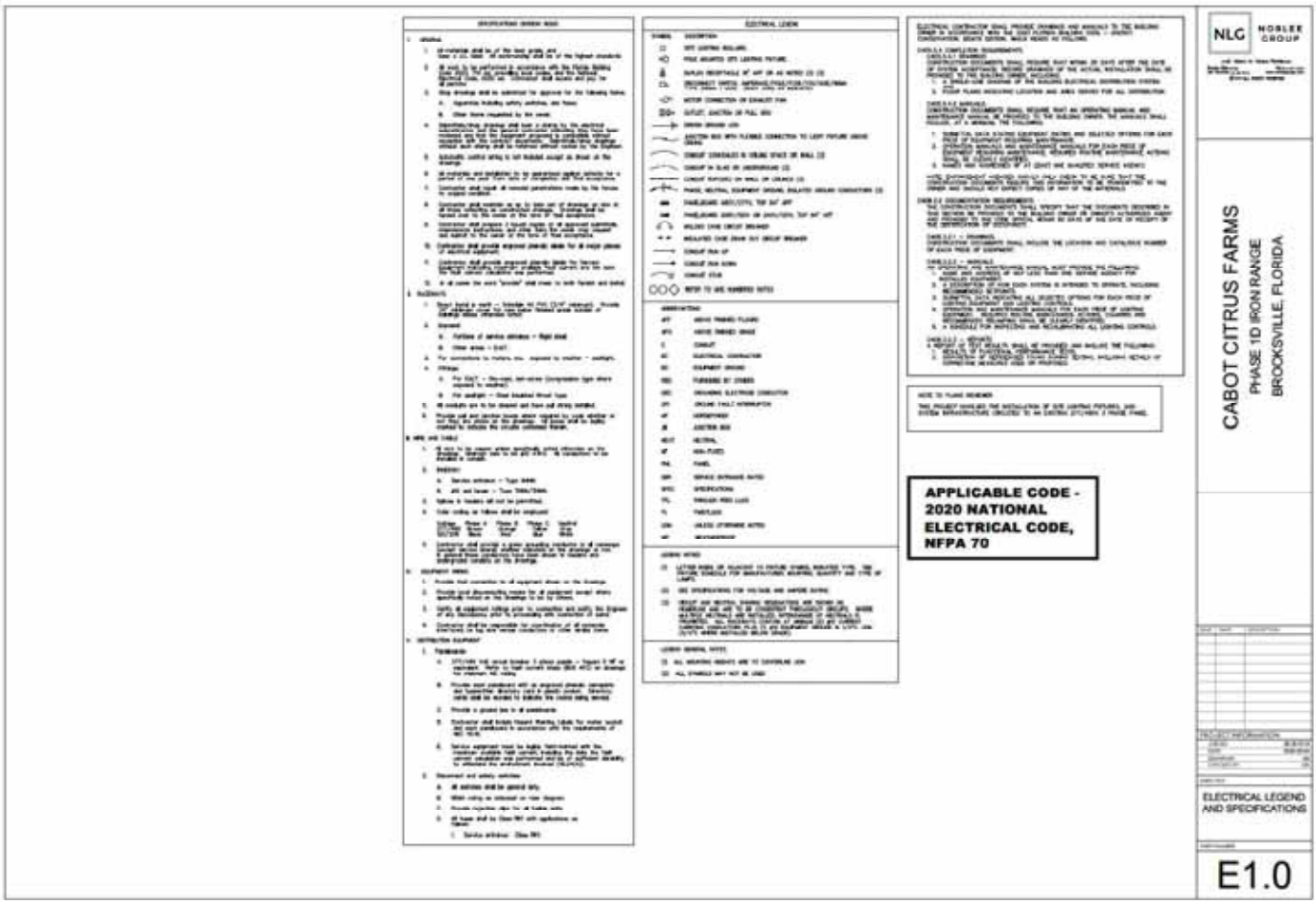
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Exhibit E

Specifications

i. All applicable permits and approvals obtained for the lighting design and construction work.

ii. Phase 1D Lighting Design and Construction Work plans dated 05/04/2026

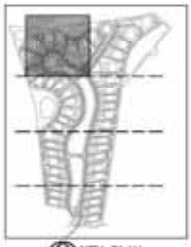


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ELECTRICAL SITE PLAN

THESE PLANS ARE INSTRUMENTS OF SERVICE PREPARED IN CONJUNCTION WITH A DESIGN/BUILD CONTRACT AND REMAIN THE PROPERTY OF NORLEE ENGINEERING ELECTRICAL, INC. THEY ARE NOT TO BE USED BY ANY OTHER PARTY FOR ANY PURPOSE WHATSOEVER.



KEY PLAN

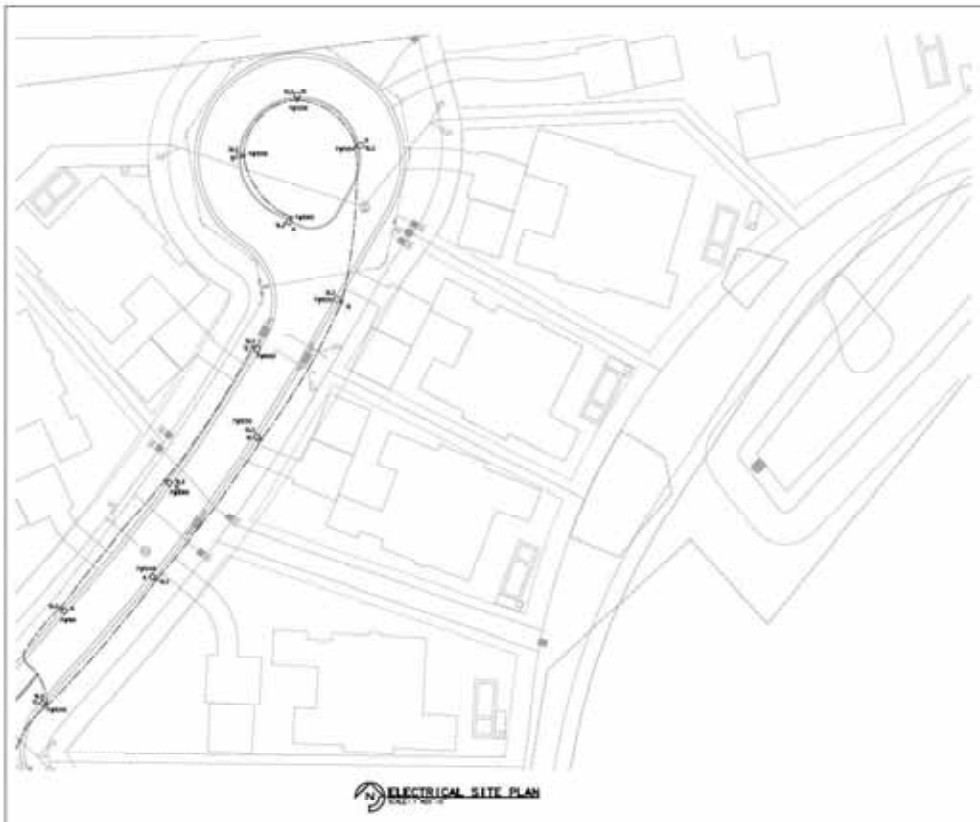
NLG NORLEE GROUP

CABOT CITRUS FARMS
PHASE 1D IRON RANGE
BROOKSVILLE, FLORIDA

ELECTRICAL SITE PLAN

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ELECTRICAL SITE PLAN

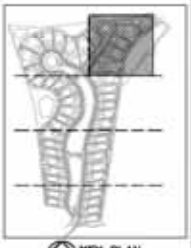
NOTES:

1.

GENERAL NOTES:

1. [illegible]
2. [illegible]

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KEY PLAN

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[illegible]

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NO.	DATE	DESCRIPTION

ELECTRICAL SITE PLAN

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ELECTRICAL SITE PLAN

NOTES

1.

GENERAL NOTES

1. [illegible]

2. [illegible]

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ELECTRICAL SITE PLAN

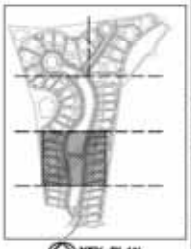
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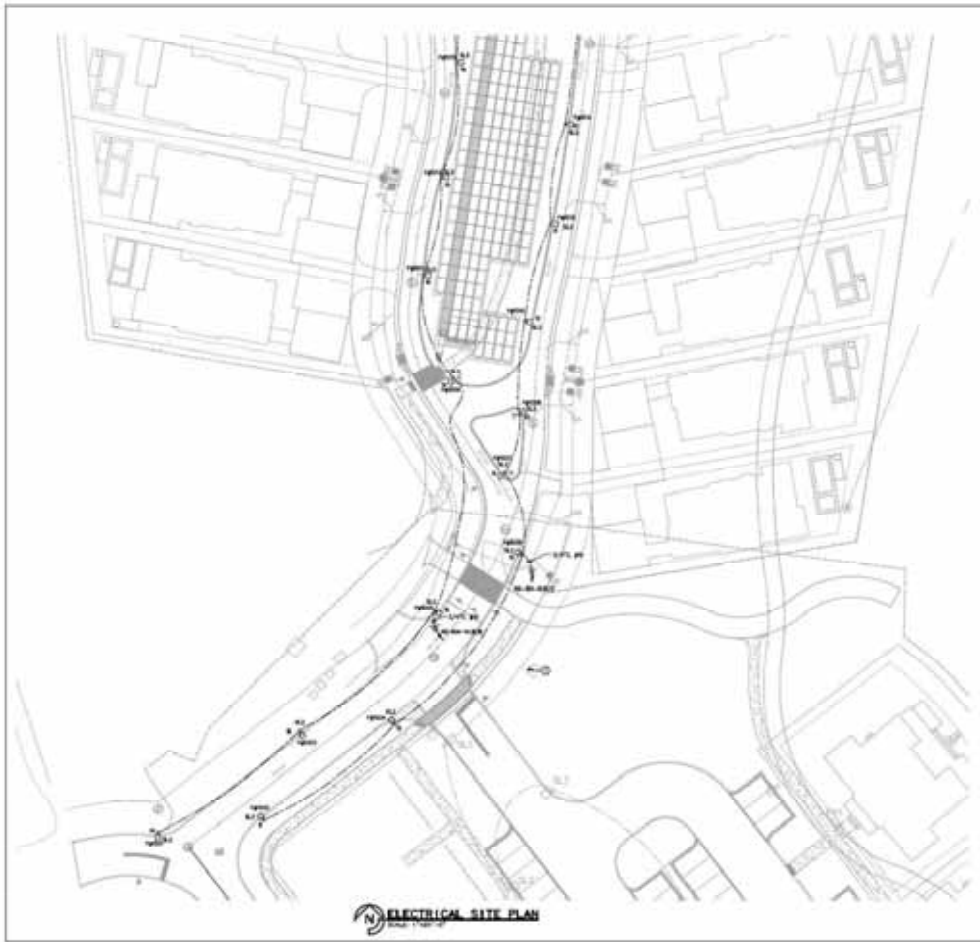
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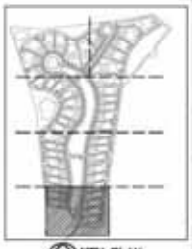
ELECTRICAL SITE PLAN

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ELECTRICAL SITE PLAN



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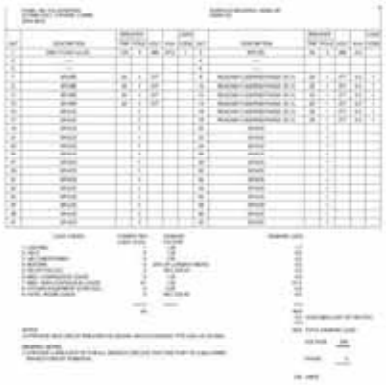
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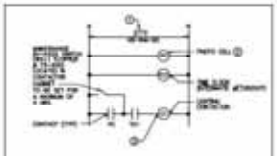
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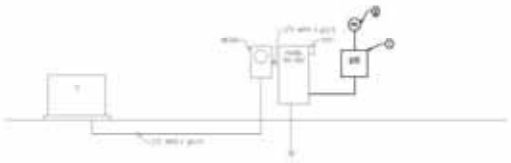
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LIGHTING CONTROL DIAGRAM



EXISTING POWER RISER DIAGRAM

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SITE SERVICE DIAGRAMS, PANEL SCHEDULES & DETAILS

E3.0