

Winter Garden Village At Fowler Groves Community Development District

12051 Corporate Boulevard, Orlando, FL 32817 Phone: 407.723.5900

<http://wgvcdd.com/>

The following is the proposed agenda for the Winter Garden Village at Fowler Groves Community Development District Board of Supervisors' Meeting scheduled to be held on **Thursday, April 23, 2020 at 11:30 a.m. via conference call due to the COVID-19 Executive Order 20-69. Attached to this Agenda is a copy of the Executive Order 20-69.**

For those unable to attend in person, please use the conference call information:

Dial-In: 1-844-621-3956
Access Code: 790 393 986 #

PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Roll call to confirm a quorum
- Public Comment Period
- 1. **Acceptance of Stuart Segall's Resignation from the Board of Supervisors** (*provided under separate cover*)
 - Nomination(s) to Fill the Open Seat(s)
- 2. **Consideration of Minutes**
 - A. Board of Supervisors' Meeting Minutes, July 25, 2019
 - B. Auditor Selection Committee Minutes, July 25, 2019
- 3. **Consideration of Resolution 2020-01, Designating Date, Time and Location for a Landowners' Meeting and Election** [*suggested date: 11/03/20*]

Business Matters

- 4. **Consideration of Resolution 2020-02, Approving a Proposed Budget for Fiscal Year 2020-2021 and Setting a Public Hearing Date Thereon** [*suggested date: 7/23/20*]
- 5. **Consideration of Resolution 2020-03 Setting Public Hearing to Adopt Amended and Restated Rules of Procedures** [*suggested date: 7/23/20*]
 - Memorandum of Updated Provisions of the District's Rules of Procedures
- 6. **Discussion of Pond Repair**
 - A. SJRWMD Permit Requirements
 - B. DGC Proposal
- 7. **Review of Site Safety Survey**
- 8. **Ratification of VGlobalTech Agreement for ADA Auditing Services**
- 9. **Ratification of the Grau's Engagement Letter**
- 10. **Ratification of the PFM Engagement Letter for Re-Amortization Services**

Matters Related to District Financing

- 11. **Ratification of Payment Authorizations 144-160**



12. Review of District's Financial Position

Other Business

Staff Reports

District Counsel
District Engineer
District Manager

Audience Comments

Supervisors Requests

Adjournment



**Winter Garden Village at Fowler Groves
Community Development District**

Resignation

(provided under separate cover)

**Winter Garden Village
at
Fowler Groves
Community Development District**

Consideration of Minutes

**Winter Garden Village
at
Fowler Groves
Community Development District**

**Minutes of the July 25 2019,
Board of Supervisors' Meeting**

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

BOARD OF SUPERVISORS' MEETING MINUTES

FIRST ORDER OF BUSINESS

Call to Order

The Board of Supervisors' Meeting for the Winter Garden Village at Fowler Groves Community Development District was called to order on **Thursday, July 25, 2019 at 11:34 a.m. at PFM (formerly Fishkind & associates), 12052 Corporate Boulevard, Orlando, FL 32817**. Board Members listed below constituted a quorum:

Kerri Ryan
Tracey Joseph
Stuart Segall

Chair
Assistant Secretary
Assistant Secretary

Also present were:

Carol Harris
Jane Gaarlandt
Amy Champagne
Sarah Warren
Jason Mahoney
Jim Rabb

PFM Group Consulting, LLC
PFM Group Consulting, LLC
PFM Group Consulting, LLC (via phone)
Hopping Green & Sams (via phone)
NV5-District Engineer
DGC Environmental Services

SECOND ORDER OF BUSINESS

Roll call to confirm a quorum

Ms. Harris called roll as listed above.

THIRD ORDER OF BUSINESS

Public Comment Period

There were no public comments at this time.

Ms. Harris requested to take the discussion of the pond and move it to the first item of business.

FOURTH ORDER OF BUSINESS

**Review and Accept the Annual
Engineering Inspection**

District staff presented the Annual Engineering Inspection Report.

Ms. Harris explained Pond A1 East was wet when the inspection took place and A1 West was wet as well. She noted the grates on the bubble up structures within Pond A1 East is off kilter and needs to be repaired. This is a safety issue. It was unable to be inspected

because it is submerged under water. Mr. Mahoney said it was replaced when the pond was cleared last year and it will be an ongoing issue until the pond drains properly.

The Board reviewed the Annual Engineering Inspection and Ms. Harris requested a motion to accept.

On MOTION by Ms. Ryan, seconded by Ms. Joseph, with all in favor, the Board of Supervisors for the Winter Garden Village at Fowler Groves CDD accepted the Annual Engineering Inspection.

FIFTH ORDER OF BUSINESS

Consideration of NV5 Updated Proposal for Pond Repair

Ms. Harris stated at the meeting in May the Board was concerned about the NV5 proposal for pond repair. It was to restore the pond back to its original design. At the Board's request NV5 went back to the St. John Water Management District.

Mr. Mahoney explained NV5 determined raising the pond bottom of Pond A1 by one foot is the most appropriate action and would get it up out of the water table so it stays dry. The St. John's Water Management District is in support of this approach but if NV5 comes in for permit modifications and document they will ask that the applicant meet all current storm water management criteria as of 2019. It would involve a more detailed analysis of the existing pond. It must also meet the Lake Apopka Basin Recovery Criteria for phosphorous and nitrogen loading. NV5 discussed if this was in the District's best interest because of the increase of cost on the front end but it would solve the problem. The other option is to fill the pond up to its existing grade but the Board previously said they did not want to do that.

Mr. Mahoney explained the updated proposal takes the contract that is already being executed and adds \$8,000.00 for additional engineering services and Geotechnical evaluation of the ponds to demonstrate the pond needs to be recovered. Ms. Harris asked if this would meet the Lake Apopka Standards. Mr. Mahoney replied he believes it will.

Ms. Ryan asked hypothetically where the District would come up with more pond area. Mr. Mahoney said the District would have to expand one of the two ponds. He suggested running out the calculations and if it does not meet the phosphorous and nitrogen loading then abandon the plans and revert back to bringing A1 East back to its original condition and ongoing maintenance of A1 East will be less expensive over the lifetime of the project than to bring it all up to code but. The District won't know until they run out the permitting. Board Members agreed. This is only in the hypothetical situation that the permitting does not run out correctly when they do it. The District will know if they have a nitrogen and phosphorous issue within 90 days. Ms. Harris asked if he can get the phosphorus and nitrogen levels back in this time frame. Mr. Mahoney said he will get the levels back within 45 days. Ms. Ryan is concerned with spending \$15,000.00 before finding out if there is a problem.

Ms. Gaarlandt asked about the proposal the Board reviewed at the last meeting. Mr. Mahoney explained the options again. The total cost is \$83,784.00. Mr. Mahoney

explained why he does not think the District will have an issue with phosphorus and nitrogen. A lengthy discussion ensued.

Ms. Harris asked if the District can have the Chair's approval to move forward, do a partial and when the District gets what it wants regarding the phosphorus and nitrogen levels then authorize the Chair to sign off on the rest of it.

Ms. Ryan asked if the District identified the funds for the \$83,784.00 amount. Ms. Harris stated it is in the budget for Fiscal year 2020. Ms. Ryan asked if the Engineer has the difference in cost for the backup plan. Mr. Mahoney will work on submitting that. Ms. Warren suggested the Board authorize a not to exceed amount for the next phase. Ms. Warren requested a motion for the Engineering Proposal and authorize the proposal in the full amount with the work to be done in phases authorizing the Chair to make any decisions necessary to keep it moving forward. She requested a second motion authorizing the next phase of work in a not to exceed amount of \$85,000.00.

On MOTION by Ms. Ryan, seconded by Ms. Joseph, with all in favor, the Board of Supervisors for the Winter Garden Village at Fowler Groves CDD authorized the proposal in the full amount with the work to be done in phases authorizing the Chair to make any decisions necessary to keep it moving forward.

SIXTH ORDER OF BUSINESS

Consideration of DGC Proposal for Phase II of Pond Repair

Ms. Harris requested a motion authorizing the next phase of work in a not to exceed amount of \$85,000.00 and authorizing the Chair to make decisions as needed for the repair.

On MOTION by Ms. Ryan, seconded by Mr. Segall, with all in favor, the Board of Supervisors for the Winter Garden Village at Fowler Groves CDD approved the DGC Proposal for Phase II of Pond Repair for a not to exceed amount of \$85,000.00 authorizing the Chair to make decisions as needed for the repair.

Ms. Warren asked when Mr. Mahoney this testing would start. He responded it would begin immediately. Ms. Gaarlandt asked if he needs a deposit to get started and he replied no, he will get an answer to the District as quickly as he can. Mr. Rabb said he would spray for vegetation. Ms. Ryan stated the Board approved spraying monthly during the summer and as the summer ended spraying would take place every other month. He will spray tomorrow. The District Engineer left the meeting.

SEVENTH ORDER OF BUSINESS

Consideration of the Minutes

a) Consideration of the Board of Supervisors' Meeting Minutes, May 16, 2019

**b) Consideration of
auditor Selection
Committee Meeting
Minutes, May 16, 2019**

The Board Members reviewed the minutes of the May 16, 2019 Board of Supervisors' Meeting and the May 16, 2019 Auditor Selection Committee Meeting.

On motion by Ms. Ryan, and second by Mr. Segall, with all in favor, the Board of Supervisors for the Winter Garden Village at Fowler Groves Community Development District approved the May 16, 2019 Board of Supervisors' Meeting Minutes and the May 16, 2019 auditor Selection Committee Meeting Minutes, as presented.

EIGHTH ORDER OF BUSINESS

**Consideration of
Resolution 2019-06, Setting
an Annual Meeting
Schedule for Fiscal Year
2019-2020**

District staff recommended meetings on the fourth Thursday in the last month of the quarter as follows;

1. January 23, 2020 at 11:30 a.m.
2. April 23, 2020 at 11:30 a.m.
3. July 23, 2020 at 11:30 a.m.
4. September 24, 2020 at 11:30 a.m.

On motion by Ms. Ryan, and second by Ms. Joseph, with all in favor, the Board of Supervisors for the Winter Garden Village at Fowler Groves Community Development District approved Resolution 2019-06, setting an Annual Meeting Schedule for Fiscal Year 2019-2020 on the fourth Thursday in the last month of the quarter at 11:30 a.m. at this location.

NINTH ORDER OF BUSINESS

**Review of Auditor Selection
Committee Rankings & Selection
of an Auditor**

The Board reviewed the recommended rankings by the Auditor Selection Committee.

On MOTION by Ms. Ryan, seconded by Mr. Segall, with all in favor, the Board of Supervisors for the Winter Garden Village at Fowler Groves CDD accepted the Auditor Selection Committee's Recommended Ranking to name Grau & Associates as the District's Auditor.

TENTH ORDER OF BUSINESS

Public Hearing Related to Adoption of the Budgets for Fiscal Year 2018-2020

- a) Consideration of Resolution
2019-07, Adoption of the Fiscal
year 2019-2020 Budget**
- b) Consideration of Resolution
2019-08, Imposition and
Collection of Special
Assessments for Fiscal Year
2019-2020**

Ms. Harris requested a motion to open the public hearing.

On MOTION by Ms. Ryan, seconded by Ms. Joseph, with all in favor, the Board of Supervisors for the Winter Garden Village at Fowler Groves CDD opened the Public Hearing

Ms. Harris noted for the record there were no members of the public present. Ms., Harris presented the Fiscal Year 2019-2020 budget to the Board. District staff discussed pond maintenance costs and if it should be allocated to Engineering or the Pond Project. Ms. Warren doesn't think it matters.

Ms. Ryan asked who gets assessments for the Pond Project. Ms. Harris stated part will come from the O & M assessments. Back in 2010 or 2012 when the Board approved the O & M Assessment they set the cost per square foot up to \$0.16 per square foot but the District never assessed at that rate. The District was assessing at \$0.05 per square foot and District staff upped it to \$0.12 per square foot.

There were no other questions pertaining to the budget. Ms. Harris requested a motion to approve Resolution 2019-07.

On MOTION by Ms. Ryan, seconded by Ms. Joseph, with all in favor, the Board of Supervisors for the Winter Garden Village at Fowler Groves CDD approved Resolution 2019-07, Adoption of the Fiscal year 2019-2020 Budget

Ms. Harris requested a motion to close the public hearing.

On MOTION by Ms. Ryan, seconded by Mr. Segall, with all in favor, the Board of Supervisors for the Winter Garden Village at Fowler Groves CDD closed the Public Hearing.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2019- 08, Imposition and Collection of

Special Assessments for Fiscal Year 2019-2020

Ms. Champagne explained that the O & M Assessment for Fiscal Year 2019 is \$54,689.00 which is \$0.05 per square foot. It increased to \$0.12 per square foot for Fiscal Year 2020 which is an increase of \$0.07 per square foot.

Ms. Harris asked if there were any questions from the Board. Hearing none, she requested a motion to approve resolution 2019-08.

On MOTION by Mr. Segall, seconded by Ms. Joseph, with all in favor, the Board of Supervisors for the Winter Garden Village at Fowler Groves Community Development District approved Resolution 2019-08, Imposition and Collection of Special Assessments for Fiscal Year 2019-2020

TWELFTH ORDER OF BUSINESS

Ratification of Payment Authorization 139 – 143

Board Members reviewed Payment Authorization 139 - 143, that was previously approved by the Chair and processed. Ms. Harris requested a motion to ratify Payment Authorizations 139-143.

On MOTION by Mr. Segall, seconded by Ms. Joseph, with all in favor, the Board of Supervisors for the Winter Garden Village at Fowler Groves Community Development District ratified Payment Authorization 139 - 143.

THIRTEENTH ORDER OF BUSINESS

Review of District's Financial Position and Budget to Actual YTD

Ms. Champagne stated that the financials are straightforward but the District is spending more money than normal on Engineering. Ms. Harris distributed the statement of activities. The Board reviewed the District financial statements.

No action from the Board was necessary.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

Attorney – No Report

Manager – No Report

Engineer – No Report

FIFTEENTH ORDER OF BUSINESS**Supervisor Requests
and Adjourn**

There were no comments from the Audience or Supervisors. There was no further business to discuss so, a motion to adjourn was requested.

On MOTION by Ms. Ryan, seconded by Ms. Joseph, with all in favor, the July 25, 2019 Board of Supervisors' Meeting for the Winter Garden Village at Fowler Groves Community Development District was adjourned.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

**Winter Garden Village
at
Fowler Groves
Community Development District**

**Minutes of the July 25 2019,
Audit Selection Committee Meeting**

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

AUDIT SELECTION COMMITTEE MEETING MINUTES

FIRST ORDER OF BUSINESS

Call to Order

The Auditor Selection Committee Meeting for the Winter Garden Village at Fowler Groves Community Development District was called to order on **Thursday, July 25, 2019 at 11:34 a.m. at PFM (formerly Fishkind & associates), 12052 Corporate Boulevard, Orlando, FL 32817**. Board Members listed below constituted a quorum:

Kerri Ryan	Committee Member
Tracey Joseph	Committee Member
Stuart Segall	Committee Member

Also present were:

Carol Harris	PFM Group Consulting, LLC
Jane Gaarlandt	PFM Group Consulting, LLC
Amy Champagne	PFM Group Consulting, LLC (via phone)
Sarah Warren	Hopping Green & Sams (via phone)
John Herbert	NV5-District Engineer
Jim Rabb	DGC Environmental Services

SECOND ORDER OF BUSINESS

Roll call to confirm a quorum

Ms. Harris called roll as listed above.

THIRD ORDER OF BUSINESS

**Review of Auditing Services
Proposals
a) Proposer CRI
b) Proposer Grau**

The District received two responses. The first was from CR and the second was from Grau.

FOURTH ORDER OF BUSINESS

**Ranking of Auditing Services
Proposals**

District Management ranked the proposers as follows;

1. Grau received 100 points
2. CRI received 90 points

On motion by Ms. Ryan, and second by Mr. Segall, with all in favor, the Auditor Selection Committee for the Winter Garden Village at Fowler Groves Community Development District accepted the recommended ranking from District Management to rank Grau No. 1 with 100 points and CRI No.2 with 90 points.

FIFTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss so, a motion to adjourn was requested.

On MOTION by Ms. Ryan, and second by Mr. Segall, with all in favor, the July 25, 2019 Auditor Selection Committee Meeting for the Winter Garden Village at Fowler Groves Community Development District was adjourned.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

Winter Garden Village at Fowler Groves Community Development District

Resolution 2020-01

RESOLUTION 2020-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINTER GARDEN VILLAGE AT FOWLER GROVES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNERS' ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Winter Garden Village at Fowler Groves 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 Orange County, Florida; and

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to Chapter 190, *Florida Statutes*," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WINTER GARDEN VILLAGE AT FOWLER GROVES COMMUNITY DEVELOPMENT DISTRICT:

1. EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS. The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Stuart Segall	November 2020
2	Tracey Joseph	November 2020
3	Kerri Ryan	November 2022
4	Ginette Long	November 2022
5	Vacant	November 2020

This year, Seat 1, currently held by Stuart Segall, Seat 2, currently held by Tracey Joseph, and Seat 5, currently vacant are subject to election by landowners in November 2020. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. LANDOWNERS' ELECTION. In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 3rd day of November, 2020, at 11:30 a.m., and located at the offices of PFM Group Consulting LLC, 12051 Corporate Boulevard, Orlando, Florida 32817.

3. PUBLICATION. The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. FORMS. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its April 23, 2020 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at the office of the District Manager, PFM Group Consulting LLC, located at 12051 Corporated Boulevard, Orlando, Florida 32817.

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

6. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 23rd day of April, 2020.

ATTEST:

**WINTER GARDEN VILLAGE AT
FOWLER GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Sample Election Documents

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE WINTER GARDEN VILLAGE AT FOWLER GROVES COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Winter Garden Village at Fowler Groves Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately ____ acres, generally located in an area _____ in Orange County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 3, 2020
TIME: 11:30 a.m.
PLACE: PFM Group Consulting LLC
12051 Corporate Boulevard
Orlando, Florida 32817

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, PFM Group Consulting LLC, 12051 Corporate Boulevard, Orlando, Florida 32817, Ph: (407) 723-5900 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors or staff will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. 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.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

Jane Gaarlandt
District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **Tuesday, November 3, 2020**

TIME: **11:30 A.M.**

LOCATION: **PFM Group Consulting LLC, 12051 Corporate Boulevard, Orlando, FL 32817**

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District (“**District**”) has been established and the landowners have held their initial election, there shall be a subsequent landowners’ meeting for the purpose of electing members of the Board of Supervisors (“**Board**”) every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners’ meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners’ meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**WINTER GARDEN VILLAGE AT FOWLER GROVES COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 3, 2020**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Winter Garden Village at Fowler Groves Community Development District to be held at PFM Group Consulting LLC, 12051 Corporate Boulevard, Orlando, FL 32817, on Tuesday, November 3, 2020, at 11:30 a.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes:

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 3, 2020**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Winter Garden Village at Fowler Groves Community Development District and described as follows:

Description

Acreage

_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES

Date: _____

Signed: _____

Printed Name: _____

**Winter Garden Village at Fowler Groves
Community Development District**

Resolution 2020-02

RESOLUTION 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINTER GARDEN VILLAGE AT FOWLER GROVES COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Winter Garden Village at Fowler Groves Community Development District (“**District**”) prior to June 15, 2020, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WINTER GARDEN VILLAGE AT FOWLER GROVES COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for **July 23, 2020 at 11:30 a.m.** The hearing may be conducted remotely, pursuant to communications media technology and/or by telephone pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, as such orders may be extended, respectively, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. In the event that conditions allow the meeting to be held in person, it will be held at the following location:

LOCATION:	PFM Group Consulting LLC 12051 Corporate Boulevard Orlando, Florida 32817
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3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Orange County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget

on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 23RD DAY OF APRIL, 2020.

ATTEST:

**WINTER GARDEN VILLAGE AT
FOWLER GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

"EXHIBIT A"

Winter Garden Village at Fowler Groves Community Development District
Proposed Fiscal Year 2021 Annual Operations & Maintenance Budget
(October 1, 2020 through September 30, 2021)

	FY 2019 Adopted Budget	FY 2020 Adopted Budget	FY 2021 Proposed Budget
<u>Revenues</u>			
Interest Income	\$250.00	\$250.00	\$ -
On Roll O&M	52,501.21	127,025.00	127,025.00
Carry Forward Revenue	57,023.79	45,000.00	45,250.00
Reserve/First Quarter Operating	30,000.00	0.00	-
Net Revenues	\$139,775.00	\$172,275.00	\$ 172,275.00
<u>General & Administrative Expenses</u>			
Trustee Fees	\$8,500.00	\$10,000.00	10,000.00
Management	17,500.00	17,500.00	20,000.00
Engineering	10,000.00	10,000.00	10,000.00
Dissemination Agent	500.00	500.00	500.00
Property Appraiser	5,000.00	5,000.00	5,000.00
District Counsel	15,000.00	15,000.00	15,000.00
Assessment Administration	5,000.00	5,000.00	5,000.00
Audit	5,000.00	5,000.00	5,000.00
Telephone	100.00	100.00	100.00
Postage/Shipping	200.00	200.00	200.00
Copies	200.00	200.00	200.00
Legal Advertising	2,000.00	2,000.00	2,000.00
Contingency	0.00	2,500.00	2,500.00
Website Maintenance	1,238.09	2,400.00	2,700.00
Dues, Licenses, and Fees	175.00	175.00	175.00
Reserve/First Quarter Operating	30,000.00	0.00	-
General Insurance	4,700.00	5,200.00	6,500.00
Hurricane Clean Up	0.00	5,000.00	5,000.00
Field/Pond Maintenance	34,000.00	86,500.00	82,400.00
Total Expenses	\$139,113.09	\$172,275.00	\$ 172,275.00

"Exhibit A Continued"

Winter Garden Village @ Fowler Groves Community Development District
Debt Service Fund Budget, FY 2020-2021
Series 2016 Special Assessment Bonds

FY 2021
Budget

REVENUES:

Special Assessments Series 2016	\$2,052,618.75
TOTAL REVENUES	<u><u>\$2,052,618.75</u></u>

EXPENDITURES:

Series 2016 -Interest 11/1/2020	\$388,706.25
Series 2016 - Principal 5/1/2021	\$900,000.00
Series 2016 - Interest 5/1/2021	\$388,706.25
TOTAL EXPENDITURES	<u><u>\$1,677,412.50</u></u>

EXCESS REVENUES	<u><u>\$375,206.25</u></u>
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November 1, 2021 Series 2016 Debt Service Payment	\$375,206.25
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**Winter Garden Village at Fowler Groves
Community Development District**

Resolution 2020-03

RESOLUTION 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINTER GARDEN VILLAGE AT FOWLER GROVES COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Winter Garden Village at Fowler Groves Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Orange County, Florida; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WINTER GARDEN VILLAGE AT FOWLER GROVES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt the District’s Amended and Restated Rules of Procedure on July 23, 2020, at 11:30 a.m., at PFM Group Consulting LLC, 12051 Corporate Boulevard, Orlando, Florida 32817.

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

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

PASSED AND ADOPTED this 23rd day of April, 2020.

ATTEST:

**WINTER GARDEN VILLAGE AT
FOWLER GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: Winter Garden Village at Fowler Groves Community Development District
Board of Supervisors

FROM: Sarah S. Warren

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

DATE: April 23, 2020

Please find attached to this memorandum an updated version of the Winter Garden Village at Fowler Groves Community Development District's (the "District's") Rules of Procedure (the "Rules"). Several substantive revisions were made to maintain consistency between the Rules and the current Florida Statutes, including changes implemented in the most recent legislative session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting changes and edits are not discussed. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact me via e-mail at SarahW@hgslaw.com, or via phone at 850-222-7500.

Costs Associated With Public Records Requests (Pages 8–9)

Language was added to Rule 1.2(4) to reflect statutory language regarding calculation of special charges for responding to certain public records requests, and to state that the District is under no duty to produce requested records if the requestor has not paid the required costs or has outstanding charges. The language will help minimize expenses incurred by the District in responding to public records requests.

Financial Disclosure Coordination (Page 9)

Rule 1.2(7) was added to maintain consistency with legislation that was passed during the 2019 legislative session. The rule designates the Secretary as the District's Financial Disclosure Coordinator (the "Coordinator") (unless the District designates otherwise by resolution) and requires the Coordinator to create, maintain, and update certain records and provide them to the Florida Commission on Ethics by certain deadlines. Each Supervisor or other Reporting Individual must notify the Coordinator in writing if there are changes to his or her name, e-mail address, or physical address, and must notify the Commission on Ethics of changes to his or her e-mail address.

Agenda and Meeting Materials (Page 11)

Rule 1.3(3) was amended to reflect statutory requirements that the agenda and meeting materials available in an electronic format, excluding confidential and exempt information, shall be

made available to the public at least seven days before a meeting, hearing, or workshop. The amended rule also clarifies circumstances in which the agenda may be amended or additional materials added after initial posting. It additionally specifies which documents constitute “meeting materials.” Documents that do not meet the definition of “meeting materials” may still be provided to the Board, but will be considered supplementary materials and are not required to be made available to the public before the meeting. Supplementary materials may include, but are not necessarily limited to, the following: financial statements, informational reports, and copies of receipts and invoices.

Flexibility for Board Authorization (Page 13)

Language was added to Rule 1.3(11) to allow the Board to waive formal approval or disapproval procedures. This will allow the Board flexibility to use different procedures when necessary and will protect the validity of the Board’s actions where there is a technical irregularity but the Board has otherwise made its decision clear.

Security and Firesafety Board Discussions (Page 14)

Rule 1.3(14) was added to reflect the fact that portions of a meeting which would reveal a security or firesafety system plan or portion thereof made confidential and exempt by Florida law are exempt from Florida’s statutory public meeting requirements. Including this rule will clarify the procedures the Board should use to ensure that confidential and exempt information is not made public.

Internal Controls to Prevent Fraud, Waste and Abuse (Page 15)

Rule 1.4 was added to reflect legislative changes enacted in the 2019 legislative session requiring special districts to establish and maintain internal controls to prevent fraud, waste, and abuse. Our office plans to work with the District Manager and auditor to develop the internal controls, which the Board will adopt in the same manner as it does policies.

Notice of Competitive Solicitation (Pages 27 and 36)

Rules 3.1(3) and 3.3(2)(c) have been amended to state that when a consultant has asked to be provided with notice of the District’s competitive solicitations, the District Manager’s failure to provide them with a copy of the notice will not give them bid protest rights or otherwise disqualify the District’s otherwise valid procurement. This will reduce the District’s exposure to potential bid protests and decrease the likelihood of a procurement being considered invalid due to a technical irregularity.

Procedure Regarding Auditor Selection (Page 31)

Language has been added to the introductory paragraph to Rule 3.2 to clarify that the District need not use the procedures set out by the Rule for audits required under Chapter 190 of the Florida Statutes but which do not meet the thresholds of Chapter 218 of the Florida Statutes.

Additionally, the requirements for composition of the Auditor Selection Committee in Rule 3.2(2) have been amended to reflect legislation passed during the 2019 legislative session. Now, at

least one individual on the Committee must be a member of the Board; the Chairperson of the Committee must be a member of the Board; and an employee, chief executive officer, or chief financial officer of the District may not be a member of the Committee but may serve in an advisory capacity.

Contract Periods (Pages 34, 56, and 59)

Rules 3.2(8)(d), 3.8(5), and 3.9(4) have been amended to set the maximum contract period for auditing services, the maximum renewal period for contracts for the purchase of goods, supplies, materials, and the maximum renewal period for contracts for maintenance services at five (5) years. This will provide greater specificity to guide contract terms.

Suspension, Revocation, or Denial of Qualification (Pages 40–42)

Rule 3.4(3) has been added to specify the procedures to be used if the District wishes to suspend, revoke, or deny a pre-qualified vendor's pre-qualified status. It specifies what constitutes good cause for such suspension, revocation, or denial; the effect of the suspension, revocation, or denial; hearing procedures the District must follow; and factors influencing the time period of the suspension, revocation, or denial.

Protest Bonds (Pages 61–62)

Rule 3.11(1)(c) has been amended to require that both the requirement for and the amount of the protest bond be disclosed in the competitive solicitation documents, and to allow the amount of the bond to be any amount within the limits imposed by Florida law.

Minor Changes

The following minor changes have also been made to the Rules:

Rule 1.1(1): This Rule has been amended to clarify requirements for Board members appointed or elected to elector seats. (Page 2).

Rule 1.1(2)(c) and (d): These Rules have been amended to include the words “at least” before the required amounts of the Secretary’s or Treasurer’s fidelity bonds or employee theft insurance policies to accommodate the possibility of greater amounts. (Page 4).

Rule 1.1(6): This Rule has been amended to include the Florida Constitution as a governing authority on voting conflicts of interest. This change reflects the recently passed Amendment 12 to the Florida Constitution. (Pages 5–6).

Rules 1.3(1)(e), (1)(d), and (1)(f): These Rules were amended to allow inclusion of language substantially similar to that recited in the Rules. (Pages 10–11).

Rule 1.3(6): This Rule was amended to require the chair or vice chair to consult with the District Manager and District Counsel, if they are available, before calling an emergency meeting. (Page 12).

Rule 2.0(12)(d): This Rule has been amended to allow 90 days instead of 60 days for the Board to announce a decision on a petition for variance or waiver of its Rules. (Page 21).

Rule 3.0(3)(b): The dollar thresholds in this Rule have been increased to \$2,000,000 for a study activity when the fee for such Professional Services to the District does not exceed the increased amount of \$200,000, to reflect the current statutory thresholds. (Page 22).

Rules 3.1(4)(b), 3.6(2)(c)(ii)6., and 3.8(2)(k): The word “responsive” has been added to allow the Board to proceed with evaluating and selecting a proposal from the submissions if it receives fewer than three responsive proposals. (Pages 28, 49 and 55).

Rule 3.2(3)(b): “Understanding of scope of work” has been removed from the list of required factors used to evaluate auditing proposals. The District may still include this as an evaluation criterion if it wishes, but it is not required to do so. (Page 32).

Rule 3.2(7)(b): Language has been added to specify that if the Board does not select the highest-ranked qualified auditing firm, it must document in its records its reason for not doing so. (Page 33).

Rules 3.5(2)(e) and 3.6(2)(c)(ii)3.: “Reemployment assistance” has been added to the non-exclusive list of subjects of federal labor or employment laws of which violation may render a contractor ineligible to submit a bid, response, or proposal for a District project. (Pages 44 and 48).

Rule 3.11(6): Language was added specifying that the District may reject all qualifications, proposals, replies, or responses and start the competitive solicitation process anew if all of the bids, proposals, replies, and responses are too high. (Page 63).

**AMENDED AND RESTATED
RULES OF PROCEDURE
WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF _____, 20____

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Rule 1.0 General.

- (1) The Winter Garden Village at Fowler Groves 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 electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 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 in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) 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, 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 required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. 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 (____) _____. 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.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting 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. 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), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

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

- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

Law Implemented: §§ 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 in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

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

(4) Competitive Selection.

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

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

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

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

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

Rule 3.3 Purchase of Insurance.

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

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

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed 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 District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

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

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

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

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

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

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

- i. One of the circumstances specified under Section 337.16(2), 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 in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, 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) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. 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 in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

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

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if [the proposals are too high](#), or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

purchase of the goods, supplies, and materials without further competitive selection processes.

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

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

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, 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) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

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

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

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 20__, 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.

**Winter Garden Village
at
Fowler Groves
Community Development District**

Discussion of Pond Repair

Winter Garden Village at Fowler Groves Property Owners Association, Inc.

November 27, 2019

St. Johns River Water Management District
Maitland Service Center
601 South Lake Destiny Road, Suite 200
Maitland, FL 32751

***Winter Garden Village at Fowler Groves, A-1 East Pond maintenance
Environmental Resource Permit - Minor Modification (102126-30)***

To Whom It May Concern,

Winter Garden Village at Fowler Groves Property Owners Association, Inc. is requesting a minor modification to an existing ERP Permit (Application No. 102126-29). This is an existing mixed use commercial project at the Winter Garden Village, located north of the intersection between SR 429 and Winter Garden Vineland Road in Winter Garden, FL. The original ERP permit was issued on April 11, 2006 for the construction of a 126+ acre mixed-use development, with a Pond A1 dry detention stormwater pond treating the runoff from approximately 51.9 acres of impervious area.

Currently Pond A1-East has been holding water during the rainy season which prevents mowing causing aesthetic issues. Surveying the pond in May 2018 shows pond bottom up to 6" lower than the permitted elevation of 120.50. Pond A1-East is currently connected to the larger A-1 West but, the water must stage up to elevation 120.70 for the equalizer pipe to hydraulically connect. Soil Borings were taken in and around the pond indicating the presence of hardpan and high levels of silt. NV5 prepared a plan addressing the issue with this minor mod completed with three steps. First over-excavation of the pond to break hardpan layer at 115.50. Remove and replace encountered hardpan with better draining soil. Second the pond will be brought back to bottom elevation 120.50 per intent of permit. Bringing the pond back to its permitted elevation allows for proper interconnectivity. Third a new bubble up structure will be placed in Pond A1-West connected to the western most incoming bubble structure in Pond A1-East. By Allowing an additional way for water to travel from A1-East into A1-West additional redundancy will ensure recovery. The existing eastern bubble up structure will also be connected to the western bubble up for increased redundancy pathways for water to reach Pond A1-West.

Proposed changes have no increase in impervious area, and no volume changes are proposed to the pond. We believe the District can consider this as minor modification to the original permit. A map of the project area and proposed construction site plans are included for you reference.

Sincerely,

Kerri A Ryan
Senior Regional Property Manager



October 10, 2019

Ms. Carol Harris.
PFM Group Consulting
12051 Corporate Blvd
Orlando, FL 32817

Re: Stormwater Pond Repairs at Winter Garden Village
Fowler Grove Blvd, Winter Garden FL 34787
NV5 Project # 04100.22

Dear Ms. Carol Harris:

NV5, Inc. has completed the geotechnical exploration and the stormwater pond assessment for the above referenced project. This report presents our professional opinion about pond A1-East repair. In addition, geotechnical design parameters for Pond A1-West along with its stormwater recovery analysis are presented in this report.

1.0 PROJECT INFORMATION

The stormwater ponds are located at Fowler Groves Community Development; Winter Garden Village. The site includes three ponds; A2, A1-West and A1-East. Pond A1-West and Pond A1-East are designed to operate as one system, as they are connected through a concrete pad. Both ponds are designed to be dry retention ponds. Pond A2 is design to receive the overflow of the Pond A1-West through concrete spillway. Underdrain system of Pond A2, A1-West and A1-East were designed to be connected to an outlet structure at Pond A2 and discharge to Lake Tilden.

2.0 DOCUMENT RECEIVED

NV5 were provided with the following documents:

- PSI geotechnical report dated on June 7, 2005
- Annual Engineering Inspection of CDD-Owned Facilities dated on June 20, 2019.
- Pond geometry details and treatment volumes

3.0 SUMMARY OF REVIEWED DOCUMENTS

3.1 SUMMARY OF PSI REPORTS

Based on report prepared by PSI dated on June 7, 2005, nine borings were preformed within Pond A2, A1-West and A1-East. The borings encountered two soil strata as following:

- Stratum (1) consists of poorly graded sand (SP) and sand with silt (SP-SM) from the existing ground surface to a depth of 8 feet below ground surface (bgs).
- Stratum (2) consists of silty fine sand (SM) from 8 to 20 feet bgs with occasional interbedded clayey sand (SC).

Standard Penetration Test (SPT) borings were also performed about 200 feet south the ponds. The field work indicated there is a layer of very dense sand to sand with silt. Groundwater was encountered at depths ranging from 4.5 to 6 feet bgs.

3.2 SUMMARY OF NV5 ANNUAL ENGINEERING INSPECTION OF CDD-OWNED FACILITIES

NV5 annual reports indicate that Pond A1-East has standing water. This could be because the underdrain system is clogged. The report stated that another reason for the poor pond recovery is difference in grades between the design and as-built. According to the report, Pond A2 appeared to be in good working condition and is being maintained properly. There is no standing water at any portion of the pond, which indicates the underdrain system is functioning properly.

NV5 annual reports provided recommendations to mitigate and maintain the Ponds. The following is the summary of the recommendation:

Pond A1-East

- Revise pond bottom elevations to provide positive discharge into A1 West.
- NV5 has been retained by the CDD to engineer a permanent solution to the standing water issue in this pond. The permanent solution includes permitting with SJRWMD to formally raise the bottom of Pond A1 East and removal of the underdrains. This activity is presently ongoing.

Pond A1-West

- No remedial action.

Pond A2

- No remedial action.

4.0 NV5 FIELD EXPLORATION

In order to examine the subsurface condition within the pond area, NV5 performed seven borings on August 23, 2019. Piezometer tubes were installed after advancement of auger borings. The approximate locations of auger borings/piezometers tubes are shown on Drawing No. 1 of Attachment No.1. The following borings were performed:

- Two (2) borings were performed to depth of 25 feet below the existing ground surface.
- Five (5) borings were performed to depth of 10 feet below the existing ground surface.

Based on the site explorations and soil laboratory results, the soil at Pond A2, A1-West, and the west section of the Pond A1-East contained sand to sand with silt in the top 10 feet. However, a layer of shallow Hardpan was encountered at the east section of Pond A1-East with approximate thickness of 2 to 3 feet. Therefore, additional hand auger borings were performed at the middle of Pond A1-East and the berm at north side of the pond to delineate the depth and the extend of the Hardpan layer.

On August 27, 2019, additional borings were performed at different location within Pond A1-East as follows:

- Two (2) borings were performed to depths ranging from 7.5 to 8.5 feet at the north berm.
- Three (3) hand auger borings were performed near the edge of Pond A1-East to depth of 2 feet.

Samples of the subsurface materials were taken by using a SPT split-spoon sampler in substantial accordance with ASTM D-1586, "Standard Test Method for Standard Penetration Test and Split-Barrel Sampling of Soils." No SPT N-values were recorded. Upon completion of the borings, the boreholes were backfilled to the ground surface with soil cutting.

The hand auger boring procedure consisted of manually turning a 3-inch diameter, 6-inch long sampler into the soil until it was full. The sampler was then retrieved and the soils in the sampler were visually examined and classified. The procedure was repeated until the desired termination depth was achieved. Samples of representative strata were obtained for further visually examination and classification in our laboratory.

The soil samples recovered from the borings were classified by a geotechnical engineer. Visual soil classifications were made in accordance with ASTM D2487 and ASTM D2488. Condition encountered at each boring location are indicated on the individual boring logs shown in Attachment No.1. Strata contacts shown on these boring logs are approximate. The boring data reflects conditions at the specific test location only, and at the time the borings were drilled.

5.0 FINDINGS

The subsurface conditions encountered during our field explorations may be generalized as described below:

5.1 POND A1-WEST AND POND A2:

- Layer one – Sand (SP/SP-SM): this layer consists of fine sand and fine sand with silt. The layer thickness ranged from ground surface to the boring termination depth of 10 feet below ground surface. Boring B-7 encountered a layer of silty sand at depth of 5 feet below ground surface.
- Layer two – Clayey Sand and clay (SC/CL/CH): this layer was encountered beneath layer 1 and extended to the boring termination depth below ground surface for Boring B-7.

5.2 POND A1-EAST BERM:

- Layer one – Sand (SP/SP-SM): this layer consists of fine sand and fine sand with silt. The layer thickness range from current ground surface to the boring termination depth of 6 feet below

ground surface. A layer of shallow Hardpan was encountered with a thickness of 2 feet at depth of 4 to 8 feet.

- Layer two – Clayey Sand (SC): this layer was encountered beneath layer 1, extended to the boring termination depth below ground surface.

5.3 POND A-1 EAST POND:

- Top soil: this layer consists of Silty sand (SM) and organic.
- Layer one – this layer consist of sand to cemented sand with slit.

Two water table readings were taken during sampling, as well as about 1 week after sampling. Within the proposed stormwater ponds, groundwater table was encountered in most of the borehole locations at approximate depths of 3 to 8 feet. It should be recognized that fluctuations of the groundwater table will occur due to seasonal variations in the amount of rainfall, runoff and other factors. Therefore, groundwater levels in the future may be higher or lower than the levels indicated on the boring logs.

One filed permeability test was performed at Pond A1-East. In addition, three laboratory constant head permeability tests were performed samples collected within Pond A1-East & West and Pond A-2. Location of the field test and samples collected for laboratory tests are shown in Drawing No. 1 of Attachment No.1. The results of the laboratory and field permeability tests as presented in the tables below.

Table 1: Permeability Laboratory Results

Location	Perm 1 (Pond A2)	Perm 2 (Pond A1West)	Perm 3 (Pond A1East)
Sample depth (ft.)	3.5 to 4	2 to 2.5	3 to 3.5
Soil sample Classification (ASTM)	SP-SM	SP-SM	SP-SM
Measured coefficient of Permeability ft./day	3.4	9.8	2.3

Table 2: Field Permeability Results

Location	Perm 3 (Pond A1East)	Perm 4 (Pond A1East)
Sample depth (ft.)	3 to 3.5	2 to 3
Soil sample Classification (ASTM)	SP-SM	SP-SM
Measured coefficient of Permeability ft./day	157	33

The results of the subsurface explorations and field/laboratory permeability tests confirmed the findings and recommendations of NV5 Annual Engineering Inspection of CDD-Owned Facilities reports dated on June 26,2019.

Based on the subsurface condition and permeability tests performed, it appears that no remedial action is needed at both Pond A1-West and Pond A2. However, Pond A1-East need remedial actions to restore it to its original design condition. It is our understanding that the following was recommended by NV5's site civil design engineer:

- Over-excavate bottom and side berms of Pond A1-East to approximate elevation of +116.5 feet to break the Hardpan layer.
- Backfill with sand to sand with silt with percent fines less than 12%.
- Avoid over-compacting the backfill material during placement.
- Raise the bottom of Pond A1-East to about +122 feet and grade the bottom of the pond to provide positive discharge into Pond A1-West.

6.0 STORMWATER UNDERDRAIN ANALYSIS OF POND A1 WEST

As discussed, the bottom of pond A1-East will be raised to about +122 feet and graded to provide positive discharge into Pond A1-West, which is the basis for our stormwater recovery analysis.

Based on the subsurface conditions at Pond A1-West, the base of aquifer elevation for Pond A1-West was estimated to be at approximate elevation of +111 feet. The seasonal high water table estimated to be at elevation of +119 feet.

NV5 evaluated the results of the two field permeability tests and the three laboratory tests. The results were substantially different with coefficient of permeability ranging from 2.3 to 157 feet/day. Eliminating the outliers and averaging the remaining values, we estimated a coefficient of permeability of 15 feet/day to be utilized in the underdrain analysis. For the background seepage, a value of 30 feet/day was used to estimate a conservative background seepage flow into the underdrain system.

The underdrain analysis was performed by utilizing POND5 version 3.3. The following table summarizes the input parameters for underdrain analysis.

Parameters for Underdrain Analysis	
Area at top of pond, A_{top} , ft ²	180,772
Depth of basin, d , ft.	3.5
Aquifer depth below pond bottom, B , ft.	8
Desired depth to water table below pond bottom, R , ft.	0.5
Hydraulic conductivity of soil, K , ft./day	15
Drain diameter, D , in	6
Thickness of gravel envelope, t , in	3
Thickness of soil cover, H , ft.	2
Treatment Volume, ft ³	443,223
Recovery time, T , days	3
Factor of safety, FS	2
Background seepage, gpm	13

The results of recovery analysis showed that total length of 5,877 linear feet of bottom filter drain with 30.7 feet underdrain spacing are required. The existing bottom filter drain is 6,688 linear foot long with about 13.5 feet of spacing, which meets and in fact exceeds the minimum requirements. Therefore, the Pond A1-West with the existing underdrain system will recover the treatment volume within 3 days as long as the existing bottom filter drains are maintained and working properly. The output of the pond recovery analysis are shown in Attachment No.2

7.0 CLOSURE

We appreciate the opportunity to provide this report for this project. In the event that you have any questions concerning the contents of this report, or if we may be of further assistance, please do not hesitate to contact us.

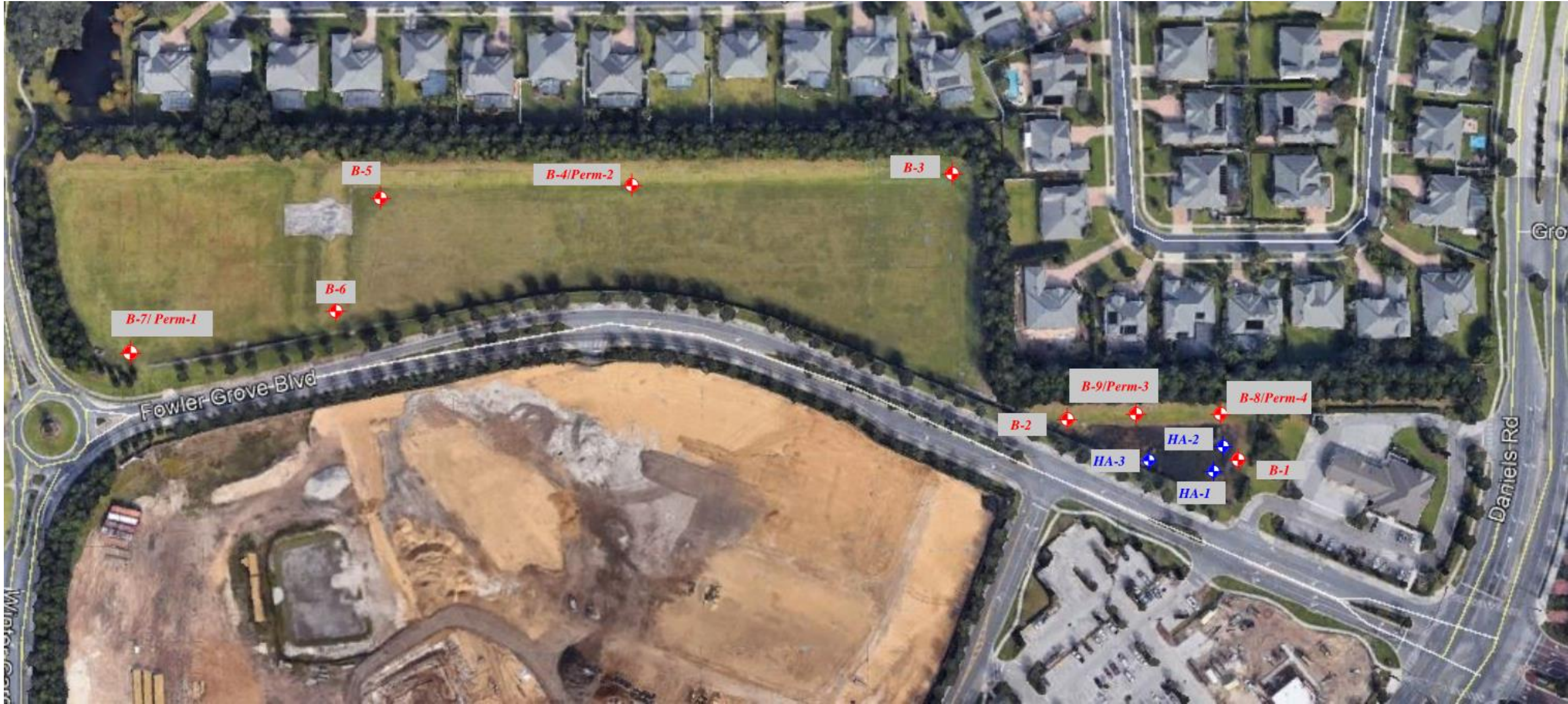
Sincerely,
NV5, Inc.



Ahmad Mohamed, Ph.D.
Project Manager

Amr M. Sallam, Ph.D., P.E.
Vice President
Florida License No. 67578

Attachment No.1



Project No.:	04100.22	BORING AND PERMEABILITY LOCATION PLAN	<div>N V 5</div> <div>201 S. Bumby Avenue, Orlando, FL 32803, P: 407.896.3317 F: 407.896.9167</div>	Drawing No.
Designed By:	AM			1
Approved By:	AS			
Date:	10/9/2019	Fowler Grove Blvd, Winter Garden FL 34787		
Scale:	NTS			

Date		Started: 8/23/2019		Project Number 04100.22					Project Fowler Groves					Boring No. B-1								
		Completed: 8/23/2019																				
		Hammer Type:		Drilling Method: AUGER					Logged By: Reliable			Reviewed By: A. Mohamed										
Latitude: 28.52527				Longitude: -81.58633					Surface Elevation:													
Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Clas. s.	Location: See Attachment No. 1 for boring location.												
										Sample Type G - Bulk / Grab Sample SPT - 2" O.D. 1.4" I.D. Tube Sample MC - 3 " O.D. 2.4" I.D. Ring Sample NR - No Recovery * - Uncorrected Blow Counts			Groundwater									
													Depth (ft)	Hour	Date							
																				5.6		8/30/2019
																				6.1		8/23/2019
Visual Classification																						
0				Aug- 1						SAND (SP), brown, fine grained												
				Aug- 2					SP													
				Aug- 3						4.2'												
5				Aug- 4		37.1	21.76		SP	SAND (SP), reddish brown, fine grained, with cementation, HARDPAN												
				Aug- 5						6.0'												
				Aug- 6						SILTY SAND (SM), light brown to dark brown,fine grained												
				Aug- 7					SM													
				Aug- 8																		
				Aug- 9						19.0'												
				Aug- 10					SP-SM	SAND WITH SILT (SP-SM), light brown, fine grained												
				Aug- 11						23.0'												
25				Aug- 12					SC	CLAYEY SAND (SC), light brown,fine grained												
										25.5'												

Notes:

Boring terminated at depth of (25.5').

Boring latitude and longitude are approximate.
Borehole backfill with soil cutting.

Date	Started: 8/23/2019		Project Number 04100.22		Project Fowler Groves		Boring No. B-2							
	Completed: 8/23/2019													
	Hammer Type:		Drilling Method: AUGER		Logged By: Reliable		Reviewed By: A. Mohamed							
Latitude: 28.52545		Longitude: -81.58709		Surface Elevation:										
Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Location: See Attachment No. 1 for boring location.				
										Sample Type		Groundwater		
										G - Bulk / Grab Sample SPT - 2" O.D. 1.4" I.D. Tube Sample MC - 3" O.D. 2.4" I.D. Ring Sample NR - No Recovery * - Uncorrected Blow Counts		Depth (ft)	Hour	Date
												4.8		8/30/2019
											5.5		8/23/2019	
										Visual Classification				
0				Aug- 1						SAND (SP), brown, fine grained				
				Aug- 2					SP					
5				Aug- 3	24.1	8.02				5.5'				
				Aug- 4					SP-SM	SAND WITH SILT (SP-SM), gray to dark brown, fine grained				
10				Aug- 5						10.0'				

Notes:

Boring terminated at depth of (10.0').

Boring latitude and longitude are approximate.

Borehole backfill with soil cutting.

Date	Started: 8/23/2019		Project Number 04100.22		Project Fowler Groves		Boring No. B-3							
	Completed: 8/23/2019													
	Hammer Type:		Drilling Method: AUGER		Logged By: Reliable		Reviewed By: A. Mohamed							
Latitude: 28.52632			Longitude: -81.58755			Surface Elevation:								
Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Location: See Attachment No. 1 for boring location.				
										Sample Type		Groundwater		
										G - Bulk / Grab Sample SPT - 2" O.D. 1.4" I.D. Tube Sample MC - 3" O.D. 2.4" I.D. Ring Sample NR - No Recovery * - Uncorrected Blow Counts		Depth (ft)	Hour	Date
												0.9		8/23/2019
				1.5		8/30/2019								
										Visual Classification				
<div> <div> <div>0</div> <div>▼</div> <div>▼</div> <div>5</div> <div>10</div> </div> <div> <div>Aug- 1</div> <div>Aug- 2</div> <div>Aug- 3</div> <div>Aug- 4</div> <div>Aug- 5</div> <div>Aug- 6</div> </div> <div> <div></div> <div>22.7</div> <div></div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div>5.54</div> <div></div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div>SP-SM</div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> <div></div> <div></div> <div>10.0'</div> </div> </div> <div>SAND WITH SILT (SP-SM), light brown to gray , fine grained</div>														

Notes:

Boring terminated at depth of (10.0').

Boring latitude and longitude are approximate.

Borehole backfill with soil cutting.

Date	Started: 8/23/2019		Project Number 04100.22		Project Fowler Groves		Boring No. B-4							
	Completed: 8/23/2019													
	Hammer Type:		Drilling Method: AUGER		Logged By: Reliable		Reviewed By: A. Mohamed							
Latitude: 28.52632			Longitude: -81.58891			Surface Elevation:								
Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Location: See Attachment No. 1 for boring location.				
										Sample Type		Groundwater		
										G - Bulk / Grab Sample SPT - 2" O.D. 1.4" I.D. Tube Sample MC - 3" O.D. 2.4" I.D. Ring Sample NR - No Recovery * - Uncorrected Blow Counts		Depth (ft)	Hour	Date
												3.4		8/23/2019
				4.3		8/30/2019								
										Visual Classification				
0				Aug- 1						SAND/SAND WITH SILT (SP-SM), light brown to gray , fine grained				
				Aug- 2		18.1	4.82							
				Aug- 3										
				Aug- 4										
				Aug- 5										
				Aug- 6										
10										10.0'				

Notes:

Boring terminated at depth of (10.0').

Boring latitude and longitude are approximate.

Borehole backfill with soil cutting.

Date	Started: 8/23/2019		Project Number 04100.22		Project Fowler Groves		Boring No. B-5							
	Completed: 8/23/2019													
	Hammer Type:		Drilling Method: AUGER		Logged By: Reliable		Reviewed By: A. Mohamed							
Latitude: 28.52629		Longitude: -81.58991		Surface Elevation:										
Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Location: See Attachment No. 1 for boring location.				
										Sample Type		Groundwater		
										G - Bulk / Grab Sample SPT - 2" O.D. 1.4" I.D. Tube Sample MC - 3" O.D. 2.4" I.D. Ring Sample NR - No Recovery * - Uncorrected Blow Counts		Depth (ft)	Hour	Date
												4		8/23/2019
				6		8/30/2019								
Visual Classification														
0				Aug- 1						SAND (SP), brown to dark brown, fine grained				
				Aug- 2					SP					
5				Aug- 3										
				Aug- 4						6.1'				
									SP-SM	SAND WITH SILT (SP-SM), gray to dark brown, fine grained				
10				Aug- 5 Aug- 6						10.0'				

Notes:

Boring terminated at depth of (10.0').

Boring latitude and longitude are approximate.

Borehole backfill with soil cutting.

Date	Started: 8/23/2019		Project Number 04100.22		Project Fowler Groves		Boring No. B-6							
	Completed: 8/23/2019													
	Hammer Type:		Drilling Method: AUGER		Logged By: Reliable		Reviewed By: A. Mohamed							
Latitude: 28.52581			Longitude: -81.59014			Surface Elevation:								
Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Location: See Attachment No. 1 for boring location.				
										Sample Type		Groundwater		
										G - Bulk / Grab Sample SPT - 2" O.D. 1.4" I.D. Tube Sample MC - 3" O.D. 2.4" I.D. Ring Sample NR - No Recovery * - Uncorrected Blow Counts		Depth (ft)	Hour	Date
										Visual Classification				
0				Aug- 1						SAND (SP), light brown to dark brown, fine grained				
				Aug- 2										
				Aug- 3										
5				Aug- 4					SP					
				Aug- 5										
10				Aug- 6					10.0'					

Notes:

Boring terminated at depth of (10.0').
Groundwater not encountered in the top 10 feet.
Boring latitude and longitude are approximate.
Borehole backfill with soil cutting.

Date	Started: 8/23/2019		Project Number 04100.22		Project Fowler Groves		Boring No. B-7							
	Completed: 8/23/2019													
	Hammer Type:		Drilling Method: AUGER		Logged By: Reliable		Reviewed By: A. Mohamed							
Latitude: 28.52570			Longitude: -81.59097			Surface Elevation:								
Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Location: See Attachment No. 1 for boring location.				
										Sample Type		Groundwater		
										G - Bulk / Grab Sample SPT - 2" O.D. 1.4" I.D. Tube Sample MC - 3" O.D. 2.4" I.D. Ring Sample NR - No Recovery * - Uncorrected Blow Counts		Depth (ft)	Hour	Date
												3.2		8/30/2019
				8.1		8/23/2019								
										Visual Classification				
0										SAND (SP), brown, fine grained				
Aug- 1														
Aug- 2										SP				
5										5.1'				
Aug- 3										18.7 28.44				
Aug- 4														
10														
Aug- 5														
Aug- 6										SM				
Aug- 7														
15														
Aug- 8														
18.0'														
Aug- 9										CLAYEY SAND (SC), light brown, fine grained				
20										SC				
Aug- 10														
21.2'														
Aug- 11										CLAY (CL/CH), greenish gray				
CL/CH														
25.0'														
25														

Notes:
Boring terminated at depth of (25.0').

Boring latitude and longitude are approximate.
Borehole backfill with soil cutting.

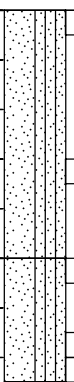
Date	Started: 8/27/2019		Project Number 04100.22		Project Fowler Groves		Boring No. B-8							
	Completed: 8/23/2019													
	Hammer Type:		Drilling Method: AUGER		Logged By: Reliable		Reviewed By: A. Mohamed							
Latitude: 28.525465			Longitude: -81.586468			Surface Elevation:								
Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Location: See Attachment No. 1 for boring location.				
										Sample Type		Groundwater		
										G - Bulk / Grab Sample SPT - 2" O.D. 1.4" I.D. Tube Sample MC - 3" O.D. 2.4" I.D. Ring Sample NR - No Recovery * - Uncorrected Blow Counts		Depth (ft)	Hour	Date
												5		8/27/2019
										Visual Classification				
▼ 5	0			Aug- 1					SM	SILTY SAND (SM), brown ,fine grained, with cementation, trace clay material				
				Aug- 2						2.5'	SAND WITH SILT (SP-SM), light brown, fine grained			
				Aug- 3					SP-SM					
				Aug- 4						6.0'	SAND WITH SILT (SP-SM), reddish brown to light brown, fine grained, with cementation, HARDPAN			
				Aug- 5					SP-SM					
				Aug- 6						8.7'				

Notes:

Boring terminated at depth of (8.7').

Boring latitude and longitude are approximate.

Borehole backfill with soil cutting.

Date	Started: 8/27/2019		Project Number 04100.22		Project Fowler Groves		Boring No. B-9							
	Completed: 8/23/2019													
	Hammer Type:		Drilling Method: AUGER		Logged By: Reliable		Reviewed By: A. Mohamed							
Latitude: 28.525456		Longitude: -81.586754		Surface Elevation:										
Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Location: See Attachment No. 1 for boring location.				
										Sample Type		Groundwater		
										G - Bulk / Grab Sample SPT - 2" O.D. 1.4" I.D. Tube Sample MC - 3" O.D. 2.4" I.D. Ring Sample NR - No Recovery * - Uncorrected Blow Counts		Depth (ft)	Hour	Date
												4		8/27/2019
										Visual Classification				
▼	0		Aug-1								SAND WITH SILT (SP-SM), light brown, fine grained			
	5	Aug-2												
		Aug-3									5.0'			
		Aug-4												
		Aug-5												
											7.5'			

Notes:

Boring terminated at depth of (7.5').

Boring latitude and longitude are approximate.

Borehole backfill with soil cutting.

Date	Started: 8/27/2019		Project Number 04100.22		Project Fowler Groves		Boring No. HA-1							
	Completed: 8/23/2019													
	Hammer Type:		Drilling Method: Bulk Sampling		Logged By: Reliable		Reviewed By: A. Mohamed							
Latitude: 28.525304		Longitude: -81.586433		Surface Elevation:										
Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Location: See Attachment No. 1 for boring location.				
										Sample Type		Groundwater		
										G - Bulk / Grab Sample SPT - 2" O.D. 1.4" I.D. Tube Sample MC - 3" O.D. 2.4" I.D. Ring Sample NR - No Recovery * - Uncorrected Blow Counts		Depth (ft)	Hour	Date
										Visual Classification				
0				Aug- 1					SM	0.7'	SILTY SAND (SM), brown, fine grained, with organic at the surface			
				Aug- 2					SP-SM	2.0'	SAND WITH SILT (SP-SM), brown to dark brown, fine grained, trace cementation, HARDPAN			

Notes:

Boring terminated at depth of (2.0').

Boring latitude and longitude are approximate.

Date	Started: 8/27/2019		Project Number 04100.22		Project Fowler Groves		Boring No. HA-2							
	Completed: 8/23/2019													
	Hammer Type:		Drilling Method: Bulk Sampling		Logged By: Reliable		Reviewed By: A. Mohamed							
Latitude: 28.525350		Longitude: -81.586419		Surface Elevation:										
Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Location: See Attachment No. 1 for boring location.				
										Sample Type		Groundwater		
										G - Bulk / Grab Sample SPT - 2" O.D. 1.4" I.D. Tube Sample MC - 3" O.D. 2.4" I.D. Ring Sample NR - No Recovery * - Uncorrected Blow Counts		Depth (ft)	Hour	Date
										Visual Classification				
0										SP	0.7'	SAND (SP), brown, fine grained, with organic at the surface		
										SP-SM	1.5'	SAND WITH SILT (SP-SM), brown to dark brown, fine		
										SP	2.0'	grained, trace cementation		
										SAND (SP), brown, fine grained				

Notes:

Boring terminated at depth of (2.0').

Boring latitude and longitude are approximate.

Date	Started: 8/27/2019		Project Number 04100.22		Project Fowler Groves		Boring No. HA-3							
	Completed: 8/23/2019													
	Hammer Type:		Drilling Method: Bulk Sampling		Logged By: Reliable		Reviewed By: A. Mohamed							
Latitude: 28.525311		Longitude: -81.586798		Surface Elevation:										
Groundwater Depth (ft.)	Depth (ft.)	Graphical Log	Sample Taken	Sample ID	SPT N-Value	Moisture Content (%)	% Passing No. 200	Other Tests and Remarks	USCS Class.	Location: See Attachment No. 1 for boring location.				
										Sample Type		Groundwater		
										G - Bulk / Grab Sample SPT - 2" O.D. 1.4" I.D. Tube Sample MC - 3" O.D. 2.4" I.D. Ring Sample NR - No Recovery * - Uncorrected Blow Counts		Depth (ft)	Hour	Date
										Visual Classification				
0				Aug- 1					SP	0.7' SAND (SP), brown, fine grained, with organic at the surface				
				Aug- 2					SP	SAND (SP), brown to gray, fine grained, trace clay material				
				Aug- 3										
				Aug- 4						2.3'				

Notes:

Boring terminated at depth of (2.3').

Boring latitude and longitude are approximate.

Attachment No.2

Ponds Underdrain Analysis

PONDS Underdrain Analysis
Version 3.3.0050
Copyright 2008
Devo Seereeram, Ph.D., P.E.

Job Information

Job Name: Fowler Groves Pond A1 West Underdrain
Engineer: XZ/AM/AMS
Date: 10-08-2019

Input Data

Area at top of pond, [ATOP]:	180772	ft ²
Depth of basin, [d]:	3.5	ft
Aquifer depth below pond bottom, [B]:	8	ft
Desired depth to water table below pond bottom, [R]:	0.5	ft
Hydraulic conductivity of soil, [K]:	15	ft/day
Drain diameter, [D]:	6	in
Thickness of gravel envelope, [t]:	3	in
Thickness of soil cover, [H]:	2	ft
Treatment volume, [PAV]:	443223	ft ³
Recovery time, [T]:	3	days
Factor of safety, [FS]:	2	
Background seepage, [qb]:	13	gpm
Free discharge / no tailwater		

Results

Computed underdrain spacing, [S]:	30.76317	ft
Computed total length of laterals, [L]:	5876.248	ft
Computed flow rate through outfall, [Q]:	3.448895	ft ³ /sec
Computed flow rate per lineal foot of lateral, [ql]:	5.869212E-04	ft ³ /sec/ft

PONDS Underdrain Analysis
Version 3.3.0050
Copyright 2008
Devo Seereeram, Ph.D., P.E.

Notes

1. Laterals should be no farther than S/2 from the top of the basin.
2. A gravel envelope at least 3 inches thick is recommended around the underdrain pipes. If a gravel envelope is used, a filter fabric will be required around this envelope.
3. The underdrain pipe should have a filter fabric sock to prevent fines from moving into and clogging the perforated pipe.
4. Ensure outfall elevation for system will allow gravity flow without tailwater backpressure to the underdrains.
5. Theory is applicable where ground water flow is largely in a horizontal direction (i.e., natural gradients less than 1%).
6. Capped and sealed inspection and cleanout ports which extend to the ground surface are recommended at the following locations for each drain pipe:
 - a. the terminus
 - b. at every 400 feet or every bend of 45 or more degrees, whichever is shortest
7. Underdrain basin should be stabilized with permanent vegetative cover.

Warnings

None.

Background Seepage Analysis

PONDS Version 3.3.0229
Retention Pond Recovery - Refined Method
Copyright 2008
Devo Seereeram, Ph.D., P.E.

Project Data

Project Name: Fowler Groves Pond A1 West Baseflow Analysis
Simulation Description: Pond A1 West Base Flow Analysis
Project Number: 04100.22
Engineer : XZ/AM
Supervising Engineer: AMS
Date: 10-08-2019

Aquifer Data

Base Of Aquifer Elevation, [B] (ft datum): 111.00
Water Table Elevation, [WT] (ft datum): 119.00
Horizontal Saturated Hydraulic Conductivity, [Kh] (ft/day): 30.00
Fillable Porosity, [n] (%): 25.00
Vertical infiltration was not considered.

Geometry Data

Equivalent Pond Length, [L] (ft): 894.2
Equivalent Pond Width, [W] (ft): 170.8
Ground water mound is expected to intersect the pond bottom

Stage vs Area Data

Stage (ft datum)	Area (ft ²)
115.00	131797.0
120.50	131797.0
121.00	136009.0
122.00	147410.0
123.00	161894.0
124.00	180772.0
125.00	192817.0

Discharge Structures

Discharge Structure #1 is active as weir

Structure Parameters

Description: Baseflow

Weir elevation, (ft datum):	117.75
Weir coefficient:	3.13
Weir length, (ft):	100
Weir exponent:	1.5

Tailwater - disabled, free discharge

Discharge Structure #2 is inactive

Discharge Structure #3 is inactive

PONDS Version 3.3.0229
Retention Pond Recovery - Refined Method
Copyright 2008
Devo Seereeram, Ph.D., P.E.

Scenario Input Data

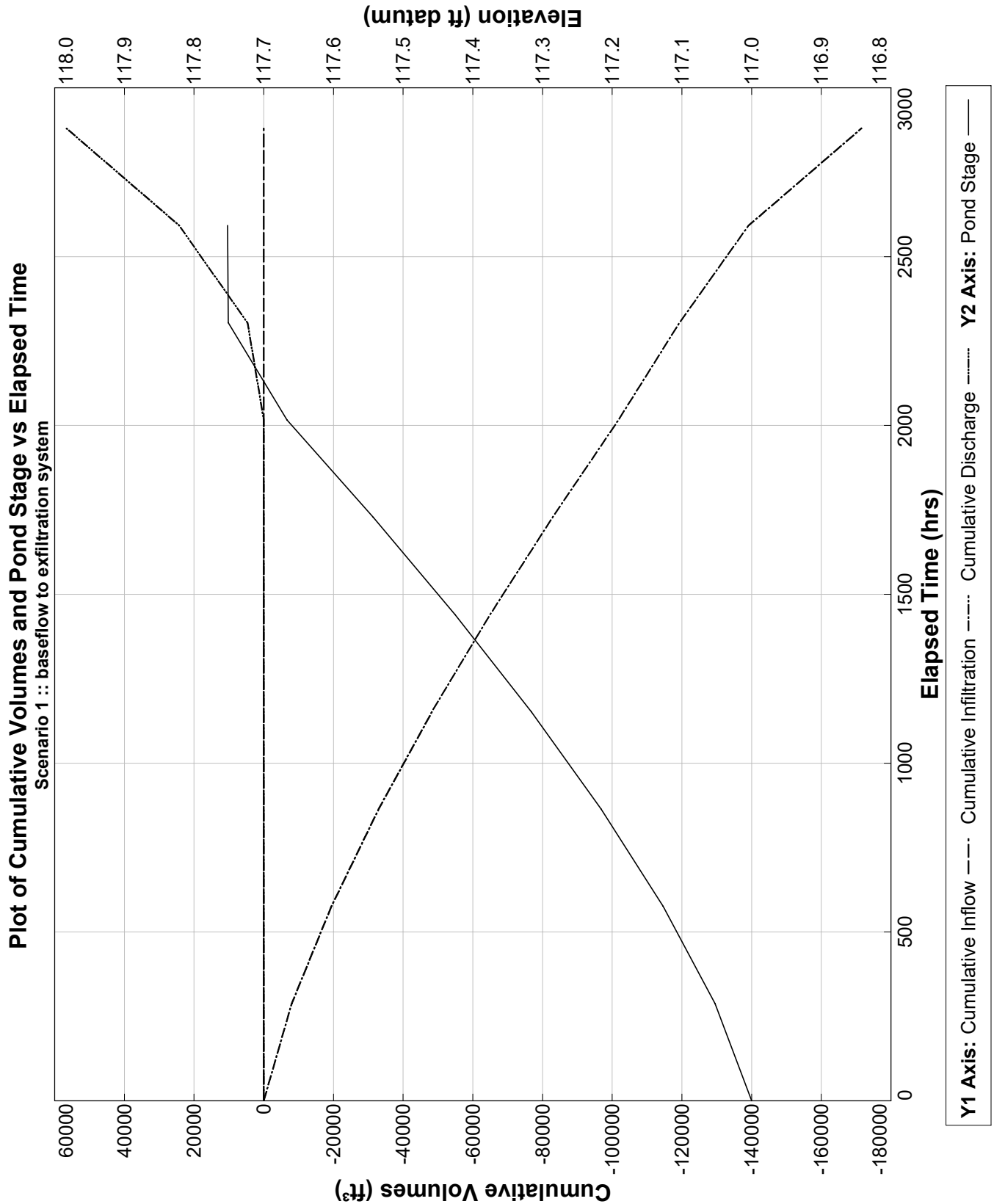
Scenario 1 :: baseflow to exfiltration system

Hydrograph Type:	Baseflow
Modflow Routing:	Routed with infiltration
Seasonal Water Table Fluctuation (ft)	2.0
Duration of Wet Season (days)	120.0
Number of Increments	10
Initial (seasonal low) ground water level (ft datum)	117.0

PONDS Version 3.3.0229
Retention Pond Recovery - Refined Method
Copyright 2008
Devo Seereeram, Ph.D., P.E.

Detailed Results :: Scenario 1 :: baseflow to exfiltration system

Elapsed Time (hours)	Inflow Rate (ft ³ /s)	Outside Recharge (ft/day)	Stage Elevation (ft datum)	Infiltration Rate (ft ³ /s)	Overflow Discharge (ft ³ /s)	Cumulative Inflow Volume (ft ³)	Cumulative Infiltration Volume (ft ³)	Cumulative Discharge Volume (ft ³)	Flow Type
0.000	0.0000	0.0042	117.000	0.00000	0.00000	0.0	0.0	0.0	N.A.
288.000	0.0000	0.0042	117.053	-0.00936	0.00000	0.0	-8039.2	0.0	S
576.000	0.0000	0.0042	117.127	-0.01203	0.00000	0.0	-19400.6	0.0	S
864.000	0.0000	0.0042	117.216	-0.01393	0.00000	0.0	-32992.2	0.0	S
1152.000	0.0000	0.0042	117.316	-0.01543	0.00000	0.0	-48291.5	0.0	S
1440.000	0.0000	0.0042	117.426	-0.01669	0.00000	0.0	-64998.2	0.0	S
1728.000	0.0000	0.0042	117.543	-0.01775	0.00000	0.0	-82906.4	0.0	S
2016.000	0.0000	0.0042	117.667	-0.01756	0.00000	0.0	-101808.0	0.0	S
2304.000	0.0000	0.0042	117.751	-0.01800	0.00892	0.0	-119315.3	4626.5	S
2592.000	0.0000	0.0042	117.752	-0.02520	0.02897	0.0	-139129.8	24270.9	S
2880.000	0.0000	0.0042	117.752	----	----	0.0	-171576.9	56685.9	N.A.





Proposed To:
Winter Garden Village at Fowler's Grove CDD
12051 Corporate Boulevard
Orlando, FL 32817

Project/Site Description: Pond A1, 3004 Daniels Rd, Winter Garden, FL 34787 (yellow area on map)

Revenue needed to perform the following services:

- **Dewater Pond A-1 East**
- **Remove organic material and hardpan down to approximately 114.5. This is a maximum and if free draining material is present the amount replaced will be reduced.**
- **Place back free draining sand (4% Sieve not included) to permitted elevation.**
- **344' of 24" HP Stormwater pipe will be installed. It will be tied into the two existing catch basins and terminate in a new catch basin installed in A1-West.**
- **Bottom of pond will be seeded to minimize additional organic matter being placed back in the pond.**
- **15" pipe will be jetted and inspected with a camera to ensure it is fully functional.**
- **Areas around the pond that were damaged accessing the area will be repaired to current condition(documented via photos before start of work)**

***** All repairs will be made per site plan provided by NV5*****

TOTAL INVESTMENT \$122,784.75

853 S. King's Highway • Fort Pierce, FL 34945 •
OFFICE (772) 467-9224 • FAX (772) 467-9226
E-mail: office@dgcenvironmental.com



Special Service Agreement

REV00
12-18-19

INDEMNIFICATION :

Payment: Monthly invoices are issued the first week of the month for the prior month's service. These invoices are due upon receipt.

Insurance: DGC Environmental Services, Inc. maintains general liability, worker's compensation, and automobile insurance.

General Conditions: Either party may cancel this agreement with just cause during the term of this agreement upon thirty (30) days written notice. Just cause is defined as the failure to comply with terms of this agreement. If agreement is terminated before the full contract term, this agreement will automatically revert to a pay-as performed basis.

Customer Printed Name

Customer Signature

Date

Company Rep. Printed Name

Company Rep. Signature

Date

853 S. King's Highway • Fort Pierce, FL 34945 •
OFFICE (772) 467-9224 • FAX (772) 467-9226
E-mail: office@dgcenvironmental.com

**Winter Garden Village
at
Fowler Groves
Community Development District**

Review of Site Safety Survey

Carol L. Harris
Assistant District Manager
PFM Group Consulting LLC
HarrisCa@PFM.com
phone 407.723.5900

RE: Winter Garden Village at Fowler Groves Community Development District Site Safety Survey



1 Site Survey Scope:

On November 26, 2019 Trevor with the Florida League of Cities was joined by Carol with PFM Group Consulting LLC to conduct a site safety survey of the district.

The site safety survey was conducted while driving since we did not have an escort from the Winter Garden Village staff. With that said, we were able to focus on potential slip/trip/fall and electrical safety issues.

2 Site Survey Findings:

#	Item Description, Location and Recommendations	Item Picture (if necessary)	Date Corrective Action Taken
1.	The concrete side walks around the village were in very good condition. There was no visible damage noticed and there was evidence of ongoing maintenance including grinding of trip hazards. Well done!	NA	NA
2.	There was some evidence of pavers that are starting to shift. Although we did not see any areas that require immediate attention, pavers, especially those in highly traveled areas, do require additional care and should be proactively inspected and repaired as needed.	NA	NA

3.	<p>The fence overlooking the retention pond to the north of Lowes is damaged in several areas.</p>		
4.	<p>There were at least 3 light poles that had exposed electrical components on the north west side of the Lowes parking lot.</p> <p>I recommend conducting a more detailed assessment of each light pole in the district to determine if there are any additional missing covers.</p>		

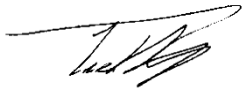
3 Summary:

Keep in mind that the you are eligible for up to a \$500 Safety Grant that can be used to offset purchases made to improve the recommendations in the report.

Here is a link to the safety grant information: <https://insurance.flcities.com/services/risk-and-safety-management/matching-safety-grant>

If you have any questions or need further information, please do not hesitate to contact me.

Sincerely,



Trevor Reschny, CSP
Safety and Risk Consultant
Phone: 407-760-6170
Email: treschny@flcities.com

**Winter Garden Village
at
Fowler Groves
Community Development District**

**Ratification of Agreement
With VGlobalTech
For
ADA Auditing Services**

**AGREEMENT BETWEEN THE WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT AND NEWAGETUTORS LLC, D/B/A
VGLOALTECH, FOR WEBSITE MAINTENANCE SERVICES**

THIS AGREEMENT (this "Agreement") is entered into as of this 1st day of October, 2019, by and between:

WINTER GARDEN VILLAGE AT FOWLER GROVES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the "**District**"), and

NEWAGETUTORS LLC, D/B/A VGLOALTECH, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 ("**Contractor**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

WHEREAS, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**") based on federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.0 and 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"), and to remediate or otherwise convert the Website and to routinely audit the same to ensure continued compliance with the WCAG, and to perform ongoing maintenance of the website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

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

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

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

Section 2. SCOPE OF WORK. Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**. Specifically, Services include the following:

A. MAINTENANCE. Contractor shall provide an ongoing maintenance of the Website to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i.** perform quarterly technological and human audits (four times per year) per the Florida Insurance Alliance guidelines, which may be amended or updated from time to time, and provide full audit reports of compliance status, including recommended actions to remedy the findings, if any. Performance of audits shall be conducted by Contractor and its subcontractor, as may be necessary;
- ii.** remediate any insufficiencies found as a result of technological and human audits, including but not limited to performing full compliance checks, automated testing, screen magnifier and reader testing;
- iii.** provide Contractor's ADA compliance shield(s), such as the Digital Asset Technical Compliance Seal and the Human Audit Seal, which shall renew on a quarterly basis, for display and use on the Website;
- iv.** ensure that the Website and any new content uploaded to the Website is compliant with WCAG and other federally recommended guidelines; and
- v.** provide all Services described in **Exhibit A** and any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**.

The District and Contractor understand and acknowledge that the Services are in addition to Contractor's previously provided remediation services, which included the conversion of the Website into an ADA compliant format in accordance with WCAG and other federally recommended guidelines, as may be amended from time to time, and continued provision of website accessibility policy demonstrating commitment to accessibility for persons with disabilities. Furthermore, the District and Contractor understand and agree that maintenance services provided in this Section are in addition to any other maintenance service obligations Contractor may have, either directly with the District or with PFM Group Consulting LLC, including but not limited to providing assistive support via regularly corresponding with the District staff regarding remediation of existing or new documents, providing updates to the Website, remediating new documents identified by the District to accessible formats for assistive technologies, including but not limited to new agenda materials, and providing recommendations of remedial actions, as needed.

B. ADDITIONAL SERVICES. In the event the District desires additional work or services provided in this subsection or otherwise, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i. performing additional technological and human audit(s) of the Website;
- ii. providing a point of contact to respond to public's requests for Website accommodation;
- iii. converting documents for public records requests received by the District;
- iv. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services.

Section 3. COMPENSATION. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. **MAINTENANCE.** For Contractor's performance of the Services, the District shall pay One Thousand Two Hundred Dollars (\$1,200.00) per year, payable in quarterly installments of Three Hundred Dollars (\$300.00) after each quarterly audit event has been completed.

B. **INVOICES; PAYMENT.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

Section 4. TERM AND TERMINATION.

A. **TERM.** This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. **TERMINATION.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination.

Section 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and **Exhibit A**; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

Section 6. INTELLECTUAL PROPERTY.

A. CONTRACTOR MATERIALS. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. THE DISTRICT MATERIALS; PUBLICITY AND TRADEMARKS. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content, under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to

identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. RIGHT TO DISPLAY CONTRACTOR'S COMPLIANCE SHIELD / ACCESSIBILITY POLICY. Pursuant to this Agreement, the Contractor shall provide the District with applicable Compliance Shield(s) and customized accessibility policy, which the District shall display on its Websites and web applications. The District is expressly prohibited from using the compliance shield(s) for any purpose not specifically authorized by this Agreement, and in no event may use such compliance shields for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

Section 7. PUBLIC RECORDS. Contractor understands and agrees that all documents or on-line content of any kind provided to the District 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 **Victoria Martinez** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 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 Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in 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 Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, MARTINEZV@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

Section 8. INDEMNITY.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents (including, but not limited to Lighthouse Central Florida, Inc., or any other company or individual performing human audits as required by Section 2 of this Agreement) in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This specifically includes a lawsuit based on lack of ADA compliance or other website compliance insufficiencies. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interest accrued against the District, all as actually incurred.

C. In the event that Contractor assigns its obligations under this Agreement to a third party, Contractor acknowledges and agrees that Contractor shall require such third party to provide indemnification to the District consistent with the requirements of this Section 8

Section 9. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

Section 10. GENERAL PROVISIONS.

A. CONFLICTS. The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

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

C. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's or its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. DISPUTE RESOLUTION. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent

jurisdiction in the county of Orange, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

G. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

H. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

I. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to Contractor: NewAgeTutors LLC
d/b/a VGlobalTech
636 Fanning Drive
Winter Springs, Florida 32708
Attn: Vaibhav V. Joshi

If to District: Winter Garden Village
at Fowler Groves Community Development District
12051 Corporate Boulevard.
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

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

J. ENTIRE AGREEMENT. This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the Parties to this Agreement, or their respective successors or assigns.

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

L. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. AMENDMENTS. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. FORCE MAJEURE. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. SURVIVAL. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. WAIVER. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a

waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

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

R. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

S. DESCRIPTIVE HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:

**WINTER GARDEN VILLAGE AT
FOWLER GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

WITNESS:

**NEWAGETUTORS LLC, D/B/A
VGLOBALTECH**, a Florida limited
liability company

Print Name:

By: Vaibhav V. Joshi, Owner

Exhibit A: Proposal for Services

Exhibit A

Proposal for Service



BBB Rating: A+

[Click for Profile](#)

Technical & Human Audit Proposal for Public Facing Digital Assets (Software, Websites & Apps)

Goal: Ensure full compliance for people with disabilities as per:



**Nondiscrimination
requirements of
Title II of
the American
Disabilities Act
(ADA)**



**WCAG (Web
Content
Accessibility
Guidelines)**



**Section 508
Stipulations**



**Florida
Insurance
Alliance / eGIS
Risk Advisors
Guidelines**

Read more about details of the above list on VGlobalTech's website. All ADA requirements and information on these topics has been compiled in one place for our clients.

URL: <https://vglobaltech.com/website-compliance/>

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Version Log:

Date	Version#	Comments	Author
April 11, 2019	1.0	Technical and Human Audit	VB Joshi
April 12, 2019	1.1	Added 3 Options	VB Joshi
April 12, 2019	1.2	Added compliance process flow	VB Joshi

Your website gets 2 Compliance Seals VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal



VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Working together with your company we wish to add social value to the community we live in!

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1.0 The Law

Please familiarize your team with the Florida Statute 189.069 Special districts; required reporting of information; web-based public access. Source:
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

2.0 ADA & WCAG Compliance

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

3.0 Quarterly Technical & Human Audit Testing

This audit is as per the Florida Insurance Alliance, eGIS Insurance Advisors and other insurance guidelines. Please check with your insurance agency for specific requirements. Read more here: https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech team is trained and well aware of ADA and WCAG 2.x Compliance guidelines. VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>



Together we are now able to provide **not one but two** compliance seals for all our customers. Details of the compliance seals are below.

3.1 Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), Section 508 of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

3.2 Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

4.0 Compliance Process Flow:



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Option 1 (recommended):

Quarterly Technical & Human Audits:

\$1200 / Four Audits

- ✓ Covers all technical AND human audit aspects as per industry experts
- ✓ Discounted to cover both audits together
- ✓ Compliance seals renewed after every audit
- ✓ Ensure site and new content is in compliance with ALL standards
- ✓ Peace of mind

**Winter Garden Village
at
Fowler Groves
Community Development District**

**Ratification of the Engagement Letter
From
Grau & Associates
for
FY2019 Auditing Services**



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

November 12, 2019

To Board of Supervisors
Winter Garden Village at Fowler Groves Community Development District
12051 Corporate Blvd.
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Winter Garden Village at Fowler Groves Community Development District, Orange County, Florida ("the District") for the fiscal year ended September 30, 2019, with an option for two one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Winter Garden Village at Fowler Groves Community Development District as of and for the fiscal year ended September 30, 2019 with an option for two one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$3,900 for the September 30, 2019 audit. The fees for fiscal year 2020 and 2021 will not exceed \$4,000 and \$4,100, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Winter Garden Village at Fowler Groves Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Winter Garden Village at Fowler Groves Community Development District.

By: Kerri A. Ryan

Title: Chairperson

Date: 12 November 2019



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in dark ink, appearing to read "Anita Ford", written over a horizontal line.

Anita Ford, Chair
AICPA Peer Review Board
2016

**Winter Garden Village
at
Fowler Groves
Community Development District**

**Ratification of the Engagement Letter
From
PFM Financial Advisor
for
Re-Amortization Services**



December 10, 2019

Winter Garden Community Development District
12051 Corporate Blvd.
Orlando, FL 32817

Dear Mr. /Ms. Chairman:

As provided for under Exhibit A "Special Services" for Financial Advisory Services between PFM Financial Advisors, LLC ("PFM") as assignee of Fishkind and Associates, Inc., and Winter Garden Community Development District (the "Client") dated January 24, 2019, PFM has agreed to provide financial advisory for debt issues of the District as set forth below.

pfm

300 S Orange Ave.
Suite 1170
Orlando, FL 32801
407.648.2208

pfm.com

SCOPE OF SERVICES

PFM will prepare amortization schedules for debt issues of Winter Garden Community Development District based on the following:

- Client to provide the amount of any prepayments to be applied to its outstanding debt issues and the date on which the prepayment will be effective.
- Client or bond Trustee to confirm outstanding balance of each debt issue.

COMPENSATION FOR SERVICES

<u>Bond Size Call Amount Schedule</u>	<u>Fee per Amortization</u>
\$0 or greater	\$125

Subject to the receipt and access to information we deem necessary, in our sole discretion, to complete the tasks outlined above, PFM anticipates being able to complete the scope of work within two business days of Client authorizing us to proceed. Requests for multiple schedules may require more time.



Provided the terms are acceptable, please have an authorized official of the Client sign and return a copy of this letter to us to acknowledge acceptance of the terms of this engagement.

Sincerely,
PFM FINANCIAL ADVISORS LLC

Managing Director

Accepted by:

(Signature)

(Print Name)

(Date)

Winter Garden Village at Fowler Groves Community Development District

Ratification of Payment Authorizations 144-160

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 144

7/22/2019

Item No.	Payee		General Fund
1	NV5 Engineering Services	130088	\$ 1,685.00
TOTAL			\$ 1,685.00

Secretary / Assistant Secretary

Chairman / Vice Chairman

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 145

7/29/2019

Item No.	Payee		General Fund
1	Fishkind & Associates		
	Conference Calls June 2019	24542	\$ 16.06
2	PFM Group Consulting, LLC		
	District Management Fee July 2019	DM-07-2019-0021	\$ 1,458.33
	Website Fee July 2019	DM-07-2019-0022	\$ 75.00
TOTAL			\$ 1,549.39

Secretary / Assistant Secretary

Chairman / Vice Chairman

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 146

8/5/2019

Item No.	Payee		General Fund
1	Hopping Green & Sams		
	District Counsel Through 6/30/2019	108828	\$ 1,431.00
2	PFM Group Consulting, LLC		
	April 2019 Copies	OE-EXP-00016	\$ 102.60
	March 2019 Postage	OE-EXP-00017	\$ 1.50
	April 2019 Postage	OE-EXP-00018	\$ 3.50
	May 2019 Postage	OE-EXP-00019	\$ 3.50
	April 2019 Fedex	OE-EXP-00020	\$ 14.55
TOTAL			\$ 1,556.65

Secretary / Assistant Secretary

Chairman / Vice Chairman

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 147

8/13/2019

Item No.	Payee		General Fund
1	DGC Environmental Services, Inc.		
	Lake Maintenance-Herbicide treatment and debris removal	126203	\$ 350.00
2	PFM Group Consulting, LLC		
	June 2019 Postage	OE-EXP-00251	\$ 2.50
3	Orlando Sentinal		
	Legal Advertisement 7/10/19	8366546000	\$ 628.84
TOTAL			\$ 981.34

Secretary / Assistant Secretary

Chairman / Vice Chairman

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 148

8/19/2019

Item No.	Payee		General Fund
1	NV5		
	Engineer attend quarterly meeting	132085	\$ 307.74
2	Fishkind & Associates, Inc.		
	July 2019 Conference Calls	24563	\$ 23.32
		TOTAL	\$ 331.06

Secretary / Assistant Secretary

Chairman / Vice Chairman

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 149

8/26/2019

Item No.	Payee		General Fund
1	Florida Municipal Insurance		
	FY 20 Insurance	1167	\$ 6,035.00
2	PFM Group Consulting, LLC		
	August 2019 District Management Fee	DM-08-2019-0020	\$ 1,458.33
	August 2019 Website Fee	DM-08-2019-0021	\$ 75.00
	July 2019 Fedex and Postage	OE-EXP-00306	\$ 6.75
TOTAL			\$ 7,575.08

Secretary / Assistant Secretary

Chairman / Vice Chairman

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 150

9/9/2019

Item No.	Payee		General Fund
1	Hopping Green & Sams		
	District Counsel Through 7/31/2019	109379	\$ 1,901.00
2	PFM Group Consulting, LLC		
	ADA Website Compliance Fee	OE-EXP-00356	\$ 500.00
TOTAL			\$ 2,401.00

Secretary / Assistant Secretary

Chairman / Vice Chairman

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 151

9/16/2019

Item No.	Payee		General Fund
1	NV5 Pond Engineering through 8/24/19	135624	\$ 4,510.00
TOTAL			\$ 4,510.00

Secretary / Assistant Secretary

Chairman / Vice Chairman

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 152

10/1/2019

Item No.	Payee		FY19	FY20
1	Hopping Green & Sams			
	District Counsel Through 8/31/19	109836	\$ 221.00	
2	PFM Group Consulting LLC			
	September 2019 District Management Fee	DM-09-2019-0020	\$ 1,458.33	
	September 2019 Website Fee	DM-09-2019-0021	\$ 75.00	
	FY20 Tax Roll Preparation and Submission	OE-TR-00027		\$ 5,000.00
	August 2019 Postage	OE-EXP-00387	\$ 2.50	
Subtotal			\$ 1,756.83	\$ 5,000.00
Total			\$6,756.83	

Secretary / Assistant Secretary

Chairman / Vice Chairman

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 153

10/7/2019

Item No.	Payee		FY19
1	Restoration and Recovery Lake Maintenance	127395	\$ 350.00
Subtotal			\$ 350.00
Total			\$350.00

Secretary / Assistant Secretary

Chairman / Vice Chairman

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 154

10/15/2019

Item No.	Payee		FY19
1	NV5		
	Lake engineering work through 9/28/19	138006	\$ 8,940.00
Subtotal			\$ 8,940.00
Total			\$8,940.00

Secretary / Assistant Secretary

Chairman / Vice Chairman

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 155

11/5/2019

Item No.	Payee		FY19	FY20
1	Florida Department of Economic Opportunity			
	FY20 Annual Fee	74295		\$ 175.00
2	Hopping Green & Sams			
	District Counsel Through 9/30/19	110726	\$ 549.50	
3	PFM Group Consulting, LLC			
	October 2019 District Management Fee	DM-10-2019-0090		\$ 1,458.33
	October 2019 Website Fee	DM-10-2019-0091		\$ 100.00
		Subtotal	\$ 549.50	\$ 1,733.33
		Total	\$2,282.83	

Secretary / Assistant Secretary

Chairman / Vice Chairman

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 156

11/12/2019

Item No.	Payee		FY19	FY20
1	NV5			
	Engineering through October 26, 2019	141567		\$ 3,630.00
2	Orange County Property Appraiser			
	Non-Ad Valorem Assessment Admin Fee	1419		\$ 22.00
3	PFM Group Consulting, LLC			
	September 2019 Postage	OE-EXP-00437	\$ 2.50	
		Subtotal	\$ 2.50	\$ 3,652.00
		Total	\$3,654.50	

Secretary / Assistant Secretary

Chairman / Vice Chairman

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 157

12/12/2019

Item No.	Payee	Invoice	FY19	FY20
1	Hopping Green & Sams			
	District Counsel thru 10/31/19	111350		\$ 645.00
2	PFM Group Consulting, LLC			
	District Management Fee Nov 2019	DM-11-2019-0081		\$ 1,458.33
	Website Fee Nov 2019	DM-11-2019-0082		\$ 100.00
		Subtotal	\$ -	\$ 2,203.33
		Total	\$2,203.33	

Secretary / Assistant Secretary

Chairman / Vice Chairman

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 158

1/9/2020

Item No.	Payee	Invoice	FY19	FY20
1	Hopping Green & Sams			
	District Counsel thru 11/30/19	111599		\$ 527.00
2	PFM Group Consulting, LLC			
	District Management Fee Dec 2019	DM-12-2019-0080		\$ 1,458.33
	Website Fee Dec 2019	DM-12-2019-0081		\$ 100.00
	October 2019 Postage	OE-EXP-00489		\$ 3.60
		Subtotal	\$ -	\$ 2,088.93
		Total	\$2,088.93	

Secretary / Assistant Secretary

Chairman / Vice Chairman

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 159

2/10/2020

Item No.	Payee	Invoice	FY20
1	Hopping Green & Sams District Counsel thru 12/31/19	112345	\$ 645.00
2	PFM Group Consulting, LLC District Management Fee Jan 2020 Website Fee Jan 2020	DM-01-2020-0080 DM-01-2020-0081	\$ 1,458.33 \$ 100.00
3	U.S. Bank Administration Fees 11/01/19 - 10/31/20	5565664	\$ 9,255.73
Subtotal			\$ 11,459.06
Total			\$11,459.06

Secretary / Assistant Secretary

Chairman / Vice Chairman

**WINTER GARDEN VILLAGE AT FOWLER GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 160

2/25/2020

Item No.	Payee	Invoice	FY20
1	Hopping Green & Sams District Counsel thru 01/31/20	112938	\$ 1,619.00
2	Orlando Sentinel Legal Advertising 1/16/20	OSC15782510	\$ 185.67
3	PFM Group Consulting, LLC Billable Expenses Aug 2019	106374	\$ 24.43
	District Management Fee Feb 2020	DM-02-2020-0080	\$ 1,458.33
	Website Fee Feb 2020	DM-02-2020-0081	\$ 100.00
	Postage Nov 2019	OE-EXP-00590	\$ 2.50
	Postage Jan 2020	OE-EXP-00705	\$ 3.50
Subtotal			\$ 3,393.43
Total			\$3,393.43

Secretary / Assistant Secretary

Chairman / Vice Chairman

**Winter Garden Village
at
Fowler Groves
Community Development District**

Review of District's Financial Position

Winter Garden Village @ Fowler Groves

Statement of Financial Position As of 2/29/2020

	General Fund	Debt Service Fund	General Fixed Asset Group	Long Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$132,733.03				\$132,733.03
Money Market Account	45,453.97				45,453.97
Assessments Receivable	2,975.59				2,975.59
Prepaid Expenses	771.31				771.31
Assessments Receivable		\$43,728.00			43,728.00
Due From Other Funds		1,639,230.72			1,639,230.72
Debt Service Reserve 2016A		748,346.47			748,346.47
Revenue 2016A		2,235,324.12			2,235,324.12
Prepayment 2016A		376.73			376.73
Principal 2016A		0.14			0.14
General 2016A		3.77			3.77
Total Current Assets	<u>\$181,933.90</u>	<u>\$4,667,009.95</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$4,848,943.85</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$2,984,051.23	\$2,984,051.23
Amount To Be Provided				18,490,948.77	18,490,948.77
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$21,475,000.00</u>	<u>\$21,475,000.00</u>
<u>Property, Plant & Equipment</u>					
Other Fixed Assets (2006)			\$16,841,835.00		\$16,841,835.00
Other Fixed Assets (2007)			5,844,440.00		5,844,440.00
Other Fixed Assets (2008)			1,599,873.00		1,599,873.00
Total Property, Plant & Equipment	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$24,286,148.00</u>	<u>\$0.00</u>	<u>\$24,286,148.00</u>
Total Assets	<u><u>\$181,933.90</u></u>	<u><u>\$4,667,009.95</u></u>	<u><u>\$24,286,148.00</u></u>	<u><u>\$21,475,000.00</u></u>	<u><u>\$50,610,091.85</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$3,393.43				\$3,393.43
Due To Other Funds	13,797.12				13,797.12
Deferred Revenue	2,975.59				2,975.59
Deferred Revenue		\$43,728.00			43,728.00
Total Current Liabilities	<u>\$20,166.14</u>	<u>\$43,728.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$63,894.14</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$21,475,000.00	\$21,475,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$21,475,000.00</u>	<u>\$21,475,000.00</u>
Total Liabilities	<u><u>\$20,166.14</u></u>	<u><u>\$43,728.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$21,475,000.00</u></u>	<u><u>\$21,538,894.14</u></u>

Winter Garden Village @ Fowler Groves

Statement of Financial Position As of 2/29/2020

	General Fund	Debt Service Fund	General Fixed Asset Group	Long Term Debt Group	Total
<u>Net Assets</u>					
Net Assets, Unrestricted	\$48,313.88				\$48,313.88
Net Assets - General Government	24,606.79				24,606.79
Current Year Net Assets - General Government	88,847.09				88,847.09
Net Assets, Unrestricted		\$1,931,430.30			1,931,430.30
Current Year Net Assets, Unrestricted		2,833,071.65			2,833,071.65
Net Assets - General Government		(141,220.00)			(141,220.00)
Net Assets, Invd in Capital, Net of Debt			\$24,286,148.00		24,286,148.00
Total Net Assets	<u>\$161,767.76</u>	<u>\$4,623,281.95</u>	<u>\$24,286,148.00</u>	<u>\$0.00</u>	<u>\$29,071,197.71</u>
Total Liabilities and Net Assets	<u>\$181,933.90</u>	<u>\$4,667,009.95</u>	<u>\$24,286,148.00</u>	<u>\$21,475,000.00</u>	<u>\$50,610,091.85</u>

Winter Garden Village @ Fowler Groves

Statement of Activities

As of 2/29/2020

	General Fund	Debt Service Fund	General Fixed Asset Group	Long Term Debt Group	Total
<u>Revenues</u>					
On-Roll Assessments	\$124,049.41				\$124,049.41
On-Roll Assessments		\$3,264,664.32			3,264,664.32
Total Revenues	<u>\$124,049.41</u>	<u>\$3,264,664.32</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,388,713.73</u>
<u>Expenses</u>					
Trustee Services	\$9,288.41				\$9,288.41
Management	7,291.65				7,291.65
Property Appraiser	22.00				22.00
District Counsel	3,436.00				3,436.00
Assessment Administration	5,000.00				5,000.00
Postage & Shipping	9.60				9.60
Legal Advertising	185.67				185.67
Contingency	24.43				24.43
Web Site Maintenance	500.00				500.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	6,035.00				6,035.00
Pond Maintenance	3,630.00				3,630.00
Principal Payment		\$30,000.00			30,000.00
Interest Payments - A1 bond		402,393.75			402,393.75
Total Expenses	<u>\$35,597.76</u>	<u>\$432,393.75</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$467,991.51</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$395.44				\$395.44
Interest Income		\$801.08			801.08
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$395.44</u>	<u>\$801.08</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,196.52</u>
Change In Net Assets	\$88,847.09	\$2,833,071.65	\$0.00	\$0.00	\$2,921,918.74
Net Assets At Beginning Of Year	<u>\$72,920.67</u>	<u>\$1,790,210.30</u>	<u>\$24,286,148.00</u>	<u>\$0.00</u>	<u>\$26,149,278.97</u>
Net Assets At End Of Year	<u><u>\$161,767.76</u></u>	<u><u>\$4,623,281.95</u></u>	<u><u>\$24,286,148.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$29,071,197.71</u></u>

Winter Garden Village @ Fowler Groves

Budget to Actual
For the period ending 02/29/2020

	Actual	Year To Date Budget	Variance	Adopted FY2020 Budget
<u>Revenues</u>				
On-Roll Assessments	\$ 124,049.41	\$ 52,927.10	\$ 71,122.31	\$ 127,025.00
Carry Forward Revenue	-	18,750.00	(18,750.00)	45,000.00
Interest Income	395.44	104.15	291.29	250.00
Net Revenues	\$ 124,444.85	\$ 71,781.25	\$ 52,663.60	\$ 172,275.00
<u>General & Administrative Expenses</u>				
Trustee Fees	\$ 9,288.41	\$ 4,166.65	\$ 5,121.76	\$ 10,000.00
Management	7,291.65	7,291.65	-	17,500.00
Engineering	-	4,166.65	(4,166.65)	10,000.00
Dissemination Agent	-	208.35	(208.35)	500.00
Property Appraiser	22.00	2,083.35	(2,061.35)	5,000.00
District Counsel	3,436.00	6,250.00	(2,814.00)	15,000.00
Assessment Administration	5,000.00	2,083.35	2,916.65	5,000.00
Audit	-	2,083.35	(2,083.35)	5,000.00
Telephone	-	41.65	(41.65)	100.00
Postage/Shipping	9.60	83.35	(73.75)	200.00
Copies	-	83.35	(83.35)	200.00
Legal Advertising	185.67	833.35	(647.68)	2,000.00
Contingency	24.43	1,041.65	(1,017.22)	2,500.00
Web Site Maintenance	500.00	1,000.00	(500.00)	2,400.00
Dues, Licenses, and Fees	175.00	72.90	102.10	175.00
General Insurance	6,035.00	2,166.65	3,868.35	5,200.00
Pond Maintenance	3,630.00	36,041.65	(32,411.65)	86,500.00
Hurricane Cleanup	-	2,083.35	(2,083.35)	5,000.00
Total General & Administrative Expenses	\$ 35,597.76	\$ 71,781.25	\$ (36,183.49)	\$ 172,275.00
Net Income (Loss)	\$ 88,847.09	\$ -	\$ 88,847.09	\$ -