



Rizzetta & Company

Astoria Community Development District

**Board of Supervisors' Meeting
January 28, 2020**

**District Office:
5844 Old Pasco Road, Suite 100 Pasco, Florida 33544
813.994.1615**

www.asturiacdd.org

**ASTURIA
COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors	Lane Gardener Walter O' Shea Lee Thompson Carla Luigs Matthew Gallagher	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	Sarah Warren	Hopping, Green & Sams
District Engineer	Al Belluccia	Florida Design Consultants

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

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

January 20, 2020

Board of Supervisors
**Asturia Community
Development District**

FINAL AGENDA

The **Regular** meeting of the Board of Supervisors of the Asturia Community Development District will be held on **January 28, 2020 at 6:00 p.m.** at the Asturia Clubhouse, located at 14575 Promenade Parkway, Odessa, FL 33556. The following is the final agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Public Hearing on Rules of Procedure
 1. Consideration of Resolution 2020-02, Adopting Rules of Procedure..... Tab 1
 - B. Consideration of Amended Amenity Rules & Policies Tab 2
 - C. Ratification of the Fifth Amendment to the Consultant Agreement for Professional Services between Asturia CDD & Water Resource Associates LLC Tab 3
- 4. STAFF REPORTS**
 - A. Presentation of Monthly Maintenance Inspection Reports
 1. December 2019 Aquatics Report
 - B. Clubhouse Manager Report
 1. Operations Reports
 - C. District Engineer
 - D. District Counsel
 - E. District Manager
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors Regular Meeting held on December 17, 2019..... Tab 4
 - B. Consideration of Operation and Maintenance for November 2019..... Tab 5
 - C. Ratification of Requisitions 71-75..... Tab 6
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (813) 994-1001.

Very truly yours,

Matthew Huber
District Manager

Tab 1

RESOLUTION 2020-02

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

WHEREAS, Asturia 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 Pasco County, Florida; and

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

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

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

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

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

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

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

PASSED AND ADOPTED this 28th day of January 2020.

ATTEST:

**ASTURIA COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

**RULES OF PROCEDURE
ASTURIA COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF _____, 20____

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any

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

- (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
- (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
- (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

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

- (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.
- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson

resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

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

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

adjustment.

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

- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of 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.

Tab 2

**ASTURIA
COMMUNITY DEVELOPMENT DISTRICT**

Amenity Facility Policies

As Revised August 4, 2016

DEFINITIONS

“Amenity Facilities” or “Amenity Center” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the amenity clubhouse, fitness center, pool, pool deck, playground, and Parks, together with their appurtenant facilities and areas.

“Amenity Facilities Policies” or “Policies” – shall mean these Amenity Facilities Policies of Asturia Community Development District, as amended from time to time.

“Amenity Manager” – shall mean the person or firm so designated by the District’s Board of Supervisors, including their employees.

“Amenity Staff” – shall mean the District Manager, Amenity Manager, or such other individuals so designated by the District’s Board of Supervisors to manage or operate the Amenity Facilities.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – shall mean the Asturia Community Development District’s Board of Supervisors.

“District” – shall mean the Asturia Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Guest” – shall mean any person or persons who are invited and accompanied by a Patron to participate in the use of the Amenity Facilities. However, an individual, that is not an immediate family member residing in the household, may be a Guest of a Patron no more than a total of eight (8) times per calendar year.

“Key Card” – shall mean an electronic key card distributed by the District Manager to residents of the District (two per residential unit) to access the Amenity Facilities.

“Non-Patron” – shall mean any individual that is not a Patron who is renting any portion of the Amenity Facilities pursuant to these policies.

“Non-Resident Patron” – shall mean any person and his or her immediate family who is: (1) residing within the same residence, (ii) not owning property in the District, and (iii) and paying the Annual User Fee to the District for use of all Amenity Facilities.

“Park” – shall mean the properties and areas owned by the District with lawns, landscaped

beds, playgrounds, lighting, sidewalks, and benches that are intended for informal recreational use.

“Patron” or “Patrons” – shall mean Property Owners’, Guests, Non-Resident Patrons, and Renters.

“Property Owner” – shall mean that person or persons having fee simple ownership of land within the Astoria Community Development District.

“Renter” – shall mean any tenant residing in a Property Owner’s home located within the District and pursuant to a valid rental or lease agreement.

“Resident” – shall mean a Property Owner and his or her immediate family residing within the same residence.

GUESTS

- (1) Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest on any of these Policies as set forth by the District could result in loss of that Patron’s privileges.
- (2) Each Patron may bring no more than four (4) persons per residence as guests to the Amenities at one time unless the Patron has reserved a room at the Amenity Facilities and has paid the required usage fee. In the event the Patron has rented a room or pavilion at the Amenity Facilities, the number of Guests shall be limited by the room or pavilion policies.

RENTER’S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owners’ Amenity Facilities privileges. All such designations must be in writing and contain an affirmative statement of the Renter’s rights for the use and enjoyment of the Amenity Facilities. A copy of the written designation must be provided to the District Manager before the Renter will be permitted to use the Amenity Facilities.
- (2) A Renter who is designated as the beneficial user of the Property Owner’s privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner and shall assume all liabilities associated with the assignment of such rights and privileges.
- (3) During the period when a Renter is designated as the beneficial user of the Property Owner’s privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.

- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the department of their respective Renters.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

AMENITY CENTER USER FEE STRUCTURE

- (1) The Annual User Fee for persons not owning property within the District is \$2,500 per Non-Resident Patron which shall be reviewed each year in conjunction with the adoption by the District of its annual budget.
- (2) All Guests must be accompanied by a Patron (as defined below) at all times with a max of four (4) Guests per visit.
- (3) All persons renting or leasing a home from persons owning the property in the District will be required to obtain a Key Card from the Amenity Manager.

GENERAL AMENITY CENTER PROVISIONS

- (1) Patrons must use their assigned Key Card to enter the Amenity Facilities.
- (2) Children under sixteen (16) years of age must be accompanied by a parent or adult Patron, eighteen (18) years of age or older.
- (3) The Amenity Center's hours of operation will be established and published by the District considering the season of the year and other circumstances. The Amenity Center will be closed on the following Holidays: Christmas Day, Thanksgiving Day, New Year's Day, and Easter. The Amenity Center will also close early at the discretion of the Amenity Staff on Christmas Eve and New Year's Eve.
- (4) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Center's premises, except at pre-approved special events. Approval may only be granted by the District's Board of Supervisors or the District Chairperson if so authorized by the Board of Supervisors (present request to the District Manager's Office in advance of the meeting) and will be contingent upon providing proof of event insurance with the District named an additional insured. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the District Manager's Office prior to the event.
- (5) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, sidewalks, pathways, or in any way which blocks the normal flow of traffic.

- (6) Fireworks of any kind are not permitted anywhere on the facilities or adjacent areas.
- (7) No Patron or Guest is allowed in the service areas of the Amenity Facility.
- (8) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will notify the Patrons of any changes by posting such changes on asturiacdd.org.
- (9) The Board of Supervisors, District Manager, and personnel of the Amenity Center have full authority to enforce these policies.
- (10) At no charge, two (2) facility Key Cards will be issued to a Resident. Proof of property ownership may be required annually. All Patrons must use their Key Card for entrance to the Amenity Center. The Key Card should not be given out to non-residents. A maximum of two (2) Key Cards will be issued per residential unit.
- (11) For *Replacement* Key Cards - Property owners will be charged \$30.00 to replace a Key Card. Please contact the Amenity Manager for instructions on how to obtain a replacement Key Card. Any Key Card being replaced will be deactivated.
- (12) Smoking or the use of smokeless tobacco products, e-cigarettes, or vaporizers is not permitted anywhere within or on the grounds of the Amenity Facilities.
- (13) Guests must be registered and accompanied by a Patron before entering the Amenity Center.
- (14) Disregard for any Amenity Center rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges and will not relieve Patrons of obligations to pay assessments, rates, or fees incurred.
- (15) At the discretion of Amenity Center personnel, children between the ages of sixteen (16) and seventeen (17) who violate the rules and policies may be expelled from the facility for one day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be kept on file with the District. Any child who is expelled from the facility three (3) times in a one year period, shall, until the child reaches the age of eighteen (18), only be entitled to use the facility if accompanied by a Parent or Adult Patron, eighteen (18) years of age or older, at all times.
- (16) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (17) Off-road bikes/vehicles, and any unlicensed motor vehicles are prohibited on all property owned, maintained, and operated by the Asturia Community Development District or the Amenity Facilities. Golf carts may be used on roadways within the District provided such use is in accordance with applicable governmental rules and regulations, including those of

Pasco County. Golf carts may not be driven or parked on any lawn areas, sidewalks, or other non-roadway surfaces within the Amenity Facilities.

- (18) The Amenity Center will not offer child care services to Patrons or Guests under the authority or supervision of the District at any of its facilities.
- (19) Skateboarding is not allowed on any Amenity Facility property, this includes but is not limited to: the Amenity building porches and steps, pool area, athletic fields, playground areas, pathways, and sidewalks surrounding this area.
- (20) Loss or destruction of property or instances of personal injury:
 - a. Each Patron and each Guest as a condition of invitation to the premises of the center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Center, whether in lockers or elsewhere.
 - b. No person shall remove from the room in which it is placed or from the Amenity Center's premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Center Patrons shall be liable for any property damage and/or personal injury at the Amenity Center, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury. The District will utilize video surveillance to monitor compliance with these Policies.
 - c. Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Center's premises, shall do so at his or her own risk, and shall hold the Amenity Center, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.

- d. Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Center operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Center operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

PET AND SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of those trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability (“Service Animal(s)”) are not permitted on or within any District-owned public accommodations including, but not limited to, the Amenity Facilities with the exception of Parks (excluding playground facilities). A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

Where dogs or other pets are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents.

GENERAL SWIMMING POOL RULES

- (1) Patrons may only gain access to the pool area through the use of their Key Cards. At any given time, a Patron may accompany up to four (4) Guests at the swimming pool.
- (2) No Lifeguards will be on duty. Patrons swim at their own risk while adhering to swimming pool rules.
- (3) Children under sixteen (16) years of age must be accompanied by a Parent or Adult Patron, eighteen (18) years of age or older, at all times for usage of the pool facility.

- (4) Radios, televisions, and the like may be listened to if played at a volume which is not offensive to other members and guests.
- (5) Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health. During these posted hours Patrons swim at their own risk while adhering to swimming pool rules.
- (6) Pool facilities will be closed during periods of heavy rain, thunderstorms and other inclement weather.
- (7) Showers are required before entering the pools.
- (8) Glass containers and aluminum cans are not permitted in the pool area.
- (9) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (10) The use of floats and rafts, except personal flotation devices worn by or attached to a person, is prohibited in the Amenity Facility. The District and District Manager reserve the right to discontinue usage of other play equipment, such as snorkels, dive sticks and balls, during times of peak or scheduled activity at the pool, or if the equipment creates a safety concern.
- (11) Swimming Pool hours will be posted. Pool availability may be rotated in order to facilitate maintenance of the Amenity Center; this usually requires the pool being closed for one (1) full day. Depending upon usage the pool may require closure for additional periods of time to facilitate maintenance and keep it up to health code.
- (12) No access will be allowed, by a Patron or any other person, before or after Swimming Pool hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Center for the entire household.
- (13) Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside the pool gates at any time.
- (14) The Amenity Facility staff reserve the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Facility must first be approved by the Amenity Manager.
- (15) Any person swimming during non-posted swimming hours may be suspended from using the facility.

- (16) Proper swim attire (no cutoffs) must be worn in the pool.
- (17) No chewing gum is permitted in the pool or on the pool deck area.
- (18) Alcoholic beverages are not permitted in the pool area.
- (19) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (20) For the comfort of others, the changing of diapers or clothes is not allowed at pool side. Changing tables are provided in the restroom facility.
- (21) No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (22) Radio controlled water craft are not allowed in the pool area.
- (23) Pool entrances must be kept clear at all times.
- (24) No swinging on ladders, fences, or railings is allowed.
- (25) Pool furniture is not to be removed from the pool area.
- (26) Loud, profane, or abusive language is absolutely prohibited.

Swimming Pool: Feces Policy

- (1) If contamination occurs, the pool will be closed for at least twelve (12) hours and the water will be shocked with chlorine to kill all bacteria.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

Swimming Pool: Thunderstorm Policy

During periods of heavy rain, thunderstorms, and other inclement weather, swimming is prohibited. Amenity staff reserves the right to close the pool during such times.

FITNESS CENTER POLICIES

All Patrons and Guests using areas designed and designated for exercise or fitness use of the within the Amenity Facility (the “Fitness Center”) are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and Rules of the Asturia Community Development District governing the Amenity Facilities. Disregard or violation of the District’s Policies and Rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

Please note the Fitness Center may be an unattended facility, persons using the facility do so at their own risk. Amenity Center Staff is not present to provide personal training or exercise consultation to Patrons or Guest. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) *Hours:* The Fitness Center opens for use by Patrons during normal operating hours to be established and posted by the District. No access will be allowed, by a Patron or any other person, before or after Fitness Center hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Center for the entire household.
- (2) *Emergencies:* All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at 813-994-1001.
- (3) *Eligible Users:* Patrons sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. No children under the age of sixteen (16) are allowed in the Fitness Center at any time. Guests may use the Fitness Center if accompanied by an adult Patron, eighteen (18) years of age or older. Patrons and Guests use this facility at their own risk.
- (4) *Proper Attire:* Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, shorts, leotards, and/or sweat suits.
- (5) *Food and Beverage:* Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
- (6) *General Policies:*
 - Each individual is responsible for wiping off fitness equipment after use.
 - Prior to the use of any personal trainer at the Amenity Facilities, the personal trainer must enter into an agreement with the District and provide evidence of acceptable training certificates and insurance.
 - Hand chalk is not permitted to be used in the Fitness Center.

- Music and/or digital media players are not permitted unless they are personal units equipped with headphones. However, Amenity staff is permitted to play music throughout the Amenity Facilities.
- No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
- Smoking and smokeless tobacco products are not permitted anywhere in the Fitness Center.
- Weights or other fitness equipment may not be removed from the Fitness Center.
- Use of cardiovascular equipment shall be limited to thirty (30) minute periods and individuals shall alternate between multiple sets on weight equipment if other individuals are waiting. Please return weights and other fitness equipment to the proper location after use.
- Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
- Any fitness program operated; established, and run by Amenity staff may have priority over other users of the Fitness Center.
- All malfunctioning or broken equipment should immediately be reported to the District Manager at 813-994-1001.

PLAYGROUND POLICIES

- (1) Children under the age of eight (8) must be accompanied by an adult, eighteen (18) years of age or older.
- (2) No roughhousing on the playground.
- (3) Individuals using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- (4) Use of the playground may be limited from time to time due to sponsored events which must be approved in advance by the District Manager.
- (5) The use of profanity or disruptive behavior is absolutely prohibited.
- (6) Smoking and smokeless tobacco products are not permitted on the playground.
- (7) Alcoholic beverages are not permitted on the playground.

FACILITY RENTAL POLICIES

Certain portions of the Amenity Center may be reserved for private events. Only one (1) room or portion of the Amenity Center is available for rental during regular hours of operation. Reservations may be made by both Patrons and Non-Patrons subject to the rates table below. Reservations may not be made by Patrons more than four (4) months prior to the event. Reservations made by Non-Patrons may be made no more than three (3) months in advance of the event. In addition, each household may rent a portion of the Amenity Center no more than six (6) times per calendar year. Persons interested in doing so should contact the Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note that the Amenity Center may be unavailable for private events on the following holidays and on surrounding dates:

Easter Sunday	Memorial Day Weekend	4 th of July
Labor Day Weekend	Thanksgiving	Christmas Eve
Christmas Day	New Year’s Eve	

The District retains the right to reserve the Amenity Center and additional facilities for District use at any time.

- (1) *Available Facilities:* The clubhouse and the meeting room are areas of the Amenity Center that are available for private rental (capacity; rental fee established by rule) for up to five (5) total hours (including set-up and post-event cleanup):

The pool and pool deck area of the Amenity Center is not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours. However, the Porch and Pool Pavilion may be rented in accordance with these rental policies.

Individuals renting any portion of the Amenity Center shall be responsible for any and all damage and expenses arising from the event.

- (2) *Rental Fees:* A non-refundable room rental fee will be charged according to the schedule below: A final guarantee (number) of guests is to be conveyed to the Amenity Manager no later than ten (10) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check *shall* be made out to the “Asturia Community Development District” and submitted to the District Manager’s Office within ten (10) days from the reservation date.

Patron Rates	\$75.00 for up to 25 guests \$125.00 for 26 to 50 guests \$175.00 for 50 guests or more, up to designated maximum occupancy
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Non-Patron Rates	\$250.00 for up to 25 guests \$350.00 for 26 to 50 guests \$450.00 for 50 guests or more, up to the maximum designated occupancy
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- (3) *Reservations:* Individuals interested in reserving a room must submit to the Amenity Manager, no later than fourteen (14) days prior to the event, a completed Facility Use Application indicating the nature of the event, the number of guests that will be attending, the hours when the event will be held, and whether alcohol and/or food will be served. The Amenity Manager will determine if a Special Event Agreement will need to be executed prior to use of the Amenity Center. Where determined by the Amenity Manager to be required, a properly executed Special Event Agreement, along with all documentation required therein, must be received by the Amenity Manager no less than ten (10) days prior to the date of the event. The Amenity Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District’s Board of Supervisors for consideration.
- (3) *Deposit:* At the time of approval, one (1) check or money order (no cash) made payable to the **Astoria Community Development District** should be submitted to the Amenity Manager, received at least ten (10) days from the reservation date, in order to reserve the room. The check should be in the amount of Two Hundred and Fifty Dollars (\$250.00) as a deposit. Deposit checks will be cashed by the District prior to an event. The District will issue a refund for the amount of the deposit following the event provided the District Manager determines that there has been no damage to the facility and the facility has been properly cleaned after use. If the facility is not properly cleaned, the deposit will be kept for this purpose. To receive a full refund of the deposit, the following must be completed:
- Ensure that all garbage is removed and placed in the dumpster.
 - Remove all displays, favors or remnants of the event.
 - Restore the furniture and other items to their original position.
 - Wipe off counters, table tops and sink area.
 - Replace garbage liner.
 - Clean out and wipe down the refrigerator, and all cabinets and appliances used. Clean any windows and doors in the rented room. Floor should be swept clean.
 - Ensure that no damage has occurred to the Amenity Center and its property.

If additional cleaning is required, the individual reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, individuals may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Amenity Manager shall determine the amount of deposit to return, if any.

(4) *General Policies:*

- Individuals renting the facilities are responsible for ensuring that their guests adhere to the policies set forth herein.
- Rooms may be rented outside of the regular hours of operation of the Amenity Center. Please see the Amenity Manager for details relating to additional rental cost, staffing cost/availability, and facility availability. Please note all Policies remain in force for these special circumstances and the District has final say in these matters.
- The volume of live or recorded music must not violate applicable Pasco County noise ordinances.
- No glass, breakable items or alcohol are permitted in or around the pool deck area.
- Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the district feels should require additional liability coverage on a case by case basis to be reviewed by the District Manager or Board of Supervisors. The District is to be named on these policies as an additional insured party.

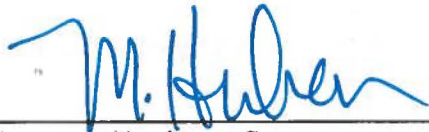
SUSPENSION AND TERMINATION OF PRIVILEGES

(1) Privileges at the Amenity Facility can be subject to suspension or termination by the Board of Supervisors if a Patron:

- Submits false information on an application for a Key Card.
- Permits unauthorized use of a Key Card.
- Exhibits unsatisfactory behavior, deportment or appearance.
- Fails to abide by the Rules and Policies established for the use of Amenity Facilities.
- Treats the personnel or employees of the Amenity Facilities in an unreasonable, disrespectful, or abusive manner.
- Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the Amenity Facility or Amenity Center Staff.

(2) Management may at any time restrict or suspend any Patron's privileges to use any or all of the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's property or Amenity Facilities from damage. Suspension or termination of privileges to use the Amenity Facilities shall not relieve Patrons of the obligation to pay applicable assessments, rates, or fees.

The above policies were adopted by the Board of Supervisors for the Astoria Community Development District as revised on this 4th day of August, 2016.



Secretary/Assistant Secretary



Chairperson, Board of Supervisors

ASTORIA
COMMUNITY DEVELOPMENT DISTRICT

Aspirite Facility Policies

As Revised August 4, 2016

Tab 3

FIFTH AMENDMENT TO THE CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ASTURIA COMMUNITY DEVELOPMENT DISTRICT AND WATER RESOURCE ASSOCIATES, LLC

THIS FIFTH AMENDMENT is made and entered into effective as of the 10th day of January 2020, by and between:

ASTURIA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (the "District"); and

WATER RESOURCE ASSOCIATES, LLC, a Florida limited liability company, with a mailing address of 4260 West Linebaugh Avenue, Tampa, Florida 33624 (hereinafter "Consultant", together with District the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Act"), by ordinance adopted by Pasco County, Florida; and

WHEREAS, on October 15, 2014, the District and Consultant (the "Parties") entered into Consultant Agreement for Professional Services ("Consultant Agreement") incorporated herein by reference; and

WHEREAS, the Consultant Agreement was for year one (1) of surface water quality monitoring; and

WHEREAS, the Parties have agreed to amend the Consultant Agreement to provide for a fifth (5th) year of surface water quality monitoring as set forth in Professional Services Sampling Testing & Reporting – Asturia Surface Water Monitoring Plan (Year 5 – Construction), attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, each of the Parties hereto has the authority to execute this Fifth Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Fifth Amendment so that this Fifth Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Consultant agree as follows:

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

2. **AFFIRMATION OF THE AGREEMENT.** The District and the Consultant agree that nothing contained herein shall alter or amend the parties' rights and responsibilities under the Consultant Agreement. The Consultant Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties.

3. **AMENDMENT.** The Consultant Agreement is hereby amended to provide the services set forth in **Exhibit A**, Professional Services Sampling Testing & Reporting – Asturia Surface Water Monitoring Plan (Year 5– Construction), attached hereto and incorporated herein by this reference. The District shall compensate Consultant in an amount not to exceed Nine Thousand Two Hundred Fifty Dollars and No Cents (\$9, 250.00) in accordance with the terms of the Consultant Agreement. All remaining terms and conditions of the Consultant Agreement are hereby adopted, reaffirmed and incorporated as if restated herein.

4. **EFFECTIVE DATE.** This Fifth Amendment shall have an effective date as of the date first written above.

IN WITNESS WHEREOF, the parties execute this Fifth Amendment the day and year first written above.

Attest:

**ASTURIA COMMUNITY
DEVELOPMENT DISTRICT**

⑧



Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Attest:

WATER RESOURCE ASSOCIATES, LLC



Witness 13 JAN 26 20

By: 
Its: **SUE CIMINO
VICE PRESIDENT**

EXHIBIT A: Professional Services Sampling Testing & Reporting – Asturia Surface Water Monitoring Plan (Year 5 – Construction)

EXHIBIT A

Exhibit "A" SCOPE OF SERVICES

Professional Services Sampling, Testing & Reporting – Asturia Surface Water Quality Monitoring Plan (Year 5 – Construction)

Overview: The Asturia development (formerly known as Legacy MPUD-Master Planned Unit Development) is a ±500.23-acre project located in the southwest area of Pasco County between the north side of S.R. 54 and the Anclote River. Condition #10 of The Amended Conditions of Approval for the Legacy MPUD dated October 7, 2013 requires the development and implementation of a surface water quality monitoring program. This water quality monitoring plan is designed to establish background or baseline conditions prior to commencement of construction and to monitor water quality throughout the development of the property (Baseline and Year 1 Construction monitoring were completed in 2014 and 2015). The water quality monitoring program's intent is to target broad-scale, continuous and/or long-term changes in water quality that may result from development of the property. The scope of the Water Resource Associates professional services includes the continuation of sampling, testing, and reporting based on the requirements of this plan, specifically the future construction phases of the project. This includes the following:

SAMPLING SCHEDULE

- (a) **Construction Monitoring:** Construction phase monitoring will be conducted during the site development phase of the Project. During the site development phase, sampling will be conducted at locations SW-1A, SW-2, and SW-3. Sampling will be conducted one time during the dry season (January- May) and one time at the designated locations above during the wet season (July- September). Wet conditions sampling will be conducted following a rainfall event of approximately one-half inch or more occurring over a period of 24 hours (based upon on-site rain gauge data, regional rainfall gauging stations and/or Doppler radar estimates available via the Internet) and following a period of at least 72 hours between rain events. Dry conditions samples will be taken following at least 72 hours of dry weather.

For each sampling events, every effort will be made to conduct sampling within 24-hours of the triggering rainfall event. If sampling cannot occur within 48-hours of the rainfall event, sampling will be postponed until the next qualifying rainfall event.

Weather, observed water quality conditions, and field measurements will be recorded at each station. Weather data will include 24-hour antecedent rainfall. Water quality conditions will include flow regime, water color, clarity, and any unusual conditions. Field measurements will include water level, total depth, and Secchi disk depth.

PARAMETERS

A single grab sample (comprised of several sub-sample vessels) will be collected from each active station as described above. Samples will be preserved in the field and transported to the laboratory for analysis of the following constituents:

Field (in situ) Measurements

Parameter	Units
Temperature	
pH	Std. units
Dissolved Oxygen (D.O.)	mg/L
Specific Conductance	mmhos/cm
Salinity	ppt
Turbidity	NTU
Flow	cm/sec
Secchi Disk Transparency	Feet

Physical Properties

Parameter	Units
Color	CU
Total Hardness as CaCO ₃	mg/L
Total Dissolved Solids (TDS)	mg/L
Total Suspended Solids (TSS)	mg/L

Inorganic Anions

Parameter	Units
Alkalinity	mg/L
Total Phosphorus	mg/L
Nitrate/Nitrite	mg/L
Total Kjeldahl Nitrogen (TKN)	mg/L

Organics

Parameter	Units
Biochemical Oxygen Demand (BOD)	mg/L

Bacteria

Parameter	Units
Total Coliform (TC) Bacteria	# per 100 ml
Fecal Coliform (FC) Bacteria	# per 100 ml

ADDITIONAL SAMPLING

Field and laboratory results will be evaluated after each event. During development phase monitoring, if a sampling event yields results that exceed levels observed during Baseline Monitoring, or applicable State water quality standards, an additional sampling event will be performed. The additional sampling event will focus on the location where the initial concern has been identified, and on the parameters related to the observed concern. Additional sampling will not necessarily be performed in response to *de minimus* water quality changes, however, decisions to conduct additional sampling events will be made carefully to ensure that sampling best identifies potential water quality problems as early as possible.

If additional sampling events continue to show the same trends of concern, continued additional sampling will be performed in the same manner until the cause of the problem is identified and corrected. However, if additional sampling events indicate a return to baseline conditions, additional sampling will cease, and the regular sampling routine will resume. All additional sampling events will be reported to FDEP, SWFWMD, TBW, and Pasco County per the requirements noted in Condition 10 above.

QUALITY ASSURANCE STANDARDS

All surface water sampling collection shall follow the Standard Operating procedures outlined in DEP-SOP-001/01, FS 2100 (Surface Water Sampling). Sampling, testing methods, and method detection limits will be in accordance with FDEP 62-4.246.

Samples are to be analyzed by a state-certified laboratory with accreditation from the National Environmental Laboratory Accreditation Conference (NELAC).

SURFACE WATER SAMPLE REPORTING

Following the last wet season event of each calendar year, and upon receipt of laboratory analysis results, a report will be prepared presenting the results of that year's monitoring. Annual reports will be submitted to Pasco County, and copied to FDEP, SWFWMD, and TBW. Each annual report will include a brief summary of the sampling methodology detailing equipment used as well as protocols observed and detailed descriptions of site conditions including site photographs.

The annual reports will include any additional sampling events that occurred reporting the routine sampling event results contrasted with the additional sampling event results. As part of the additional sampling reporting, steps proposed or taken to resolve the water quality issue will be described.

Note:

1. *Assistance to address outstanding compliance/enforcement issues is not included in this scope of the work. The Consultant is not aware of any compliance/enforcement issues that potentially could affect the monitoring program. Additional services authorized by the Client will be charged on based on the WRA 2020 Fee Schedule – Exhibit "C".*

Exhibit "B" COMPENSATION

1. Construction – Year - 5 (3 sampling sites):

Task	Monitoring Events	Cost Per Event	Maximum Total Cost
Sampling	2	\$ 1,250*	\$ 2,400
Laboratory Testing	2	\$ 825	\$ 1,650
Data Collection/Review	2	\$ 425	\$ 825
Total	2	\$ 2,500	\$ 4,850

* Includes Expenses

Additional Testing (If required per monitoring plan; if all parameters and stations require testing):

Task	Additional Event	Cost Per Event	Maximum Total Cost/Event
Sampling	1	\$ 1,250*	\$ 1,250*
Laboratory Testing	1	\$ 825	\$ 825
Data Collection/Review	1	\$ 425	\$ 425
Total	1	\$ 2,500	\$ 2,500

* Includes Expenses

2. Surface Water Sampling 2020 Annual Report (including \$750 for Pasco County Review Fee): \$ 4,250

Total Cost for Year 5 – Construction Monitoring: \$ 9,250

Exhibit "C"

WRA - 2020 FEE SCHEDULE

Charges for work performed by WRA on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)

Engineering	Principal	\$220.00
	Senior Professional Engineer	\$165.00
	Senior Construction Engineer	\$165.00
	Senior Facilitator	\$160.00
	Project Manager	\$160.00
	Professional Engineer	\$150.00
	Construction Engineer	\$130.00
	Civil Engineer	\$130.00
Geology and Hydrology	Senior Professional Geologist	\$165.00
	Senior Hydrologist	\$165.00
	Geologist	\$135.00
Environmental	Environmental Manager	\$150.00
	Senior Environmental Scientist	\$110.00
	Environmental Scientist	\$95.00
GIS	Senior GIS Analyst	\$125.00
	GIS Analyst	\$85.00
Design and Planning	Senior Landscape Architect	\$140.00
	Senior Planner	\$140.00
	CADD Designer	\$95.00
	Technician	\$75.00
Survey	Professional Surveyor	\$130.00
	Survey Crew (2 person)	\$100.00
Administrative	Administrative Assistant	\$60.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	\$0.20 per page
Copying (Color Prints)	\$0.45 per page
Drawings (B/W & Color Prints)	\$2.00 per sheet
Mylars	\$10.00 per sheet
Mileage	\$0.58 per mile
Postage/Courier/Overnight Delivery	Actual Cost + 15%
Subcontractors	Actual Cost + 15%

Tab 4

MINUTES OF MEETING

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

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Asturia Community Development District was held on **Tuesday, December 17, 2019 at 6:00 PM** at the Asturia Clubhouse, located at 14575 Promenade Parkway, Odessa, FL 33556.

Present and constituting a quorum:

Lane Gardner	Board Supervisor, Chair
Lee Thompson	Board Supervisor, Asst. Secretary
Matthew Gallagher	Board Supervisor, Asst. Secretary

Also present were:

Matthew Huber	District Manager; Rizzetta & Co., Inc.
Sarah Warren	District Counsel; Hopping Green & Sams <i>(via conference call)</i>
Ed Colon	Down To Earth
Ivette Fernandez	Amenities Manager; RASI
Sean Manson	Construction Manager; Hines
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Mr. Huber called the meeting to order and performed roll call, confirming a quorum was present.

SECOND ORDER OF BUSINESS

**Audience Comments on
Agenda Items**

There were audience members present, and appreciation was expressed to Rizzetta and Hines for a nice holiday party.

THIRD ORDER OF BUSINESS

**Discussion Regarding RFQ for
District Engineer**

This discussion was canceled.

FOURTH ORDER OF BUSINESS

**Continued Discussion on
Amended Amenity Rules &
Policies**

The Board continued discussions on the topic of amending the Amenity Rules and Policies. Staff will be preparing a poll to receive resident input regarding potential changes to current policies, and the current rules and policies have been posted to the website.

FIFTH ORDER OF BUSINESS

**Consideration of Audit
Engagement Letter**

The Board discussed utilizing McDirmit Davis for the Audit Engagement Letter. Mr. Huber confirmed that the cost of the audit is included in the budget.

On a Motion by Mr. Gardner, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved the Audit Engagement Letter as presented for the Asturia Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Minutes of
Board of Supervisors' Meeting
Held on October 22, 2019**

Mr. Huber presented the minutes of the Board of Supervisors' regular meeting held on October 22, 2019, noting two minor revisions.

On a Motion by Mr. Thompson, seconded by Mr. Gardner, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting (as amended) held on October 22, 2019 for the Asturia Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Operations &
Maintenance Expenditures for
October 2019**

Mr. Huber presented the Operations & Maintenance expenditures for October 2019 to the Board of Supervisors for ratification. Mr. Lane inquired as to when the fitness equipment lease expires.

On a Motion by Mr. Gardner, seconded by Mr. Gallagher, with all in favor, the Board of Supervisors ratified the Operations & Maintenance expenditures for October 2019 (\$49,291.85) for the Asturia Community Development District.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No report.

B. District Engineer

Not present; no report provided.

C. Presentation of Monthly Maintenance Inspection Reports

Mr. Colon provided an update on the status on items listed on the most recent landscape report.

Mr. Sean Manson advised that Duke Energy is currently installing street lights in phase 3.

D. Clubhouse / Amenities Management Report

The Board received an update from the Chairman and Clubhouse Manager regarding on-going maintenance topics.

Mr. Gardner will review the request to include a petting zoo with a clubhouse rental. Alternative locations will be explored as is not desirable to have a petting zoo at the Clubhouse.

E. District Manager

Mr. Huber informed the Board that the next meeting is scheduled to be held on January 28, 2020 at 6:00 PM. The following items were also discussed: sign update for the traffic agreement, trail debris issue received via resident email, POA Violations, David Weekly clean up status, lighting damage update from insurance company, termination of Vanguard Cleaning Services.

On a Motion by Mr. Gardner, seconded by Mr. Thompson, with all in favor, the Board of Supervisors ratified the Chairman's approval of the Arete Sign for \$3,852.02 (as amended, reduced by \$2,200) for the Asturia Community Development District.

NINTH ORDER OF BUSINESS

Public Comments

There were no public comments put forward at this time.

TENTH ORDER OF BUSINESS

Supervisor Requests

There were no requests put forward at this time.

ELEVENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Lane, seconded by Mr. Gallagher, with all in favor, the Board adjourned the Board of Supervisors' meeting at 6:17 PM for the Asturia Community Development District.

Assistant Secretary

Chair / Vice-Chair

Tab 5

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operation and Maintenance Expenditures November 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2019 through November 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$122,299.46**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Asturia Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2019 Through November 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
AirFun Games Event Services, LLC	002297	13501	Train & Bounce House for Holiday Event 12/07/19	\$ 495.00
Angels Power Wash & Paint LLC	002298	0010	Pressure Washing Sidewalks 10/19	\$ 4,650.00
Asturia CDD	CD027	CD027	Debit Card Replenishment	\$ 224.82
Best Termite & Pest Control, Inc.	002300	987880	Pest Control 10/19	\$ 55.00
Blue Water Aquatics, Inc.	002302	25940	Aquatic Services 10/19	\$ 640.00
Board of County Commissioners	002303	19116917	26-26-17-0050-00Y00-0000 Solid Waste Assessment 2019	\$ 523.23
Christian Hockley	002309	111919-Hockley	Refund of Deposit and Rental Fee 11/19	\$ 325.00
Conrad Dionne	002293	110519-Dionne	Rental Deposit Refund 11/19	\$ 250.00
County Sanitation	002290	10442743	Clubhouse Dumpster 11/19	\$ 34.00
DCSI, Inc	002305	26391	Alarm Monitoring Service 11/19	\$ 59.99
Department of Economic Opportunity	002291	74606	Special District Fee FY19/20	\$ 175.00
DGMorrison, Inc.	002299	CS/2019/5342	Signs - Repair/Maintenance 09/19	\$ 1,752.00
Diane Walker	002323	111919-Walker	Refund of Deposit and Rental Fee 11/19	\$ 275.00

Astoria Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2019 Through November 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	002284	02017 22358 09/19	000 Aviles Parkway Lite 09/19	\$ 3,203.84
Duke Energy	002287	Duke Electric Summary 10/19	Electric Summary 10/19	\$ 2,074.82
Duke Energy	002294	13808 69448 10/19	14721 State Rd 54 Lite 10/19	\$ 6,843.85
FitRev, Inc.	002307	19623	Repairs - Fitness Equipment 10/19	\$ 112.00
Florida Department of Revenue	002288	85-8016529160C-9 10/19	Sales & Use Tax 10/19	\$ 25.18
Hancock Bank	002308	34755	Trustee Fees Series 2016A-1 05/02/19- 11/01/19	\$ 1,000.00
Hancock Bank	002308	34756	Trustee Fees Series 2014A 05/02/19- 11/01/19	\$ 2,000.00
Hancock Bank	002308	34816	Trustee Fees Series 2018A-2 11/02/19- 05/01/20	\$ 1,250.00
Hiral Patel	002296	111219-Patel	Rental Deposit Refund 11/19	\$ 250.00
Hopping Green & Sams	002310	110941	General Legal Services 09/19	\$ 3,562.72
Jerry Richardson	002320	1275	Hog Removal Service 10/19	\$ 1,300.00
Jerry Richardson	002320	1285	Hog Removal Service 11/19	\$ 1,485.00
Lee R. Thompson	002286	LT102219	Board of Supervisors Meeting 10/22/19	\$ 200.00

Asturia Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2019 Through November 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
LLS Tax Solutions Inc.	002311	001836	Arbitrage Services Series 2016A1 & A2 FYE 08/16/2019	\$ 500.00
Lynsey Santin	002319	111919-Santin	Rental Deposit Refund 11/19	\$ 250.00
Miguel Sanchez	002318	111919-Sanchez	Rental Deposit Refund 11/19	\$ 250.00
Mike Fasano, Pasco County Tax Collector	002312	26-26-17-0050-00Y0- 0000 2019	2019 County Stormwater Assessments	\$ 866.40
Nicole DeLuca	002292	111219-DeLuca	Rental Deposit Refund 11/19	\$ 250.00
Pasco County	002285	Water Summary 09/19	Water Summary 09/19	\$ 856.05
Pasco County	002295	12662094	0956650 14575 Promenade Parkway 10/19	\$ 4,845.55
Pasco County	002295	12662095	0956655 14502 Promenade Parkway 10/19	\$ 58.05
RGA Design Forensics, LLC	002313	219.50.1	ADA Inspection of Current Conditions Per Contract 09/19	\$ 2,000.00
Rizzetta & Company, Inc.	002314	INV0000043126	District Management Fees 09/19	\$ 4,391.67
Rizzetta & Company, Inc.	002314	INV0000043740	Assessment Roll Preparation FY 19/20	\$ 5,000.00
Rizzetta & Company, Inc.	002314	INV0000043791	Preparation of Boundary Amendment SERC 10/19	\$ 5,000.00
Rizzetta & Company, Inc.	002314	INV0000043864	District Management Fees 10/19	\$ 4,509.50

Asturia Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2019 Through November 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	002314	INV0000044485	District Management Fees 11/19	\$ 4,509.50
Rizzetta Amenity Services, Inc.	002315	INV00000000006650	Amenity Management Services 09/19	\$ 4,050.05
Rizzetta Amenity Services, Inc.	002315	INV00000000006707	Amenity Management Services 09/19	\$ 3,237.27
Rizzetta Amenity Services, Inc.	002315	INV00000000006739	Amenity Management Services 10/19	\$ 4,131.09
Rizzetta Amenity Services, Inc.	002315	INV00000000006795	Amenity Management Services 10/19	\$ 3,305.27
Rizzetta Amenity Services, Inc.	002315	INV00000000006826	Amenity Management Services 11/19	\$ 4,609.43
Rizzetta Amenity Services, Inc.	002315	INV00000000006852	Out Of Pocket Expenses 10/19	\$ 115.75
Rizzetta Amenity Services, Inc.	002315	INV00000000006883	Amenity Management Services 11/19	\$ 3,779.32
Rizzetta Technology Services, LLC	002316	INV0000004780	Email Hosting & Website Services 10/19	\$ 190.00
Rizzetta Technology Services, LLC	002316	INV0000004864	Email & Website Hosting Services 11/19	\$ 190.00
Romaner Graphics	002317	19731	Repairs & Maintenance - Mailboxes 10/19	\$ 120.00
Spectrum	002283	065826701102219	14575 Promenade Pkway 10/19	\$ 242.31
SSS Down To Earth Opco LLC	002306	45754	Grounds Maintenance 09/19	\$ 12,876.00

Asturia Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2019 Through November 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
SSS Down To Earth Opco LLC	002306	46002	Replace Bahia Sod Along Verona Trail 09/19	\$ 297.00
SSS Down To Earth Opco LLC	002306	47365	Grounds Maintenance 10/19	\$ 13,067.20
SSS Down To Earth Opco LLC	002306	48241	Irrigation Repairs 09/19	\$ 37.44
SSS Down To Earth Opco LLC	002306	49168	Irrigation Repairs 10/19	\$ 305.50
SSS Down To Earth Opco LLC	002306	49170	Irrigation Repairs 10/19	\$ 342.00
SSS Down To Earth Opco LLC	002306	49177	Sod Repair Along Caravan 10/19	\$ 125.00
SSS Down To Earth Opco LLC	002306	49178	Irrigation Repairs 10/19	\$ 716.76
Suncoast Pool Service	002321	5540	Monthly Pool Service 09/19	\$ 870.00
Suncoast Pool Service	002321	5629	Monthly Pool Service 10/19	\$ 870.00
Tampa Poop 911 LLC	002304	A102019	Clean Pet Waste Stations & Trash Cans 10/19	\$ 540.15
Tanya Bletsch	002301	110519-Bletsch	Rental Deposit Refund 11/19	\$ 250.00
TCF National Bank	002322	6270352	Exercise Equipment Lease 11/19	\$ <u>1,978.75</u>
Report Total				\$ <u>122,299.46</u>

Tab 6

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

December 11, 2019

RIZZETTA & COMPANY, INC.
Asturia CDD, Custody Account
Attn: Leslie Spock
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544

RE: Custody Account, Series 2018
Requisitions for Payment

Dear Leslie:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's Construction Custody Account.

PLEASE EXPEDITE PAYMENT TO PAYEE(S) AS FOLLOWS:

A) SEND ALL VIA USPS

REQUISITION NO.	PAYEE	AMOUNT
CUS 71	Florida Design Consultants	\$320.00
CUS 72	Hopping Green & Sams	\$106.00
CUS 73	Southern Land Services	\$648.00

If you have any questions regarding this request, please do not hesitate to call me at (813) 994-1001. Thank you for your prompt attention to this matter.

Sincerely,
ASTURIA COMMUNITY DEVELOPMENT DISTRICT

Matt Huber
District Manager

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

MEMORANDUM

TO: Jim Choncholas, **Florida Design Consultants, Inc.**
Lane Gardner, **Chairman**

FROM: Daniel Metz/Leslie Spock
Asturia Community Development District

DATE: December 03, 2019

RE: **Series 2018A-2 - Construction Requisition Approval - # CUS 71-73**

Enclosed is (are) construction requisition(s) for the above referenced District. Please review the requisition(s) and upon your approval, sign the designated area(s) and forward the requisition(s) to Lane Gardner.

Lane, upon your review and approval, sign the designated area(s) and forward the requisition(s) back to the District Office at the following e-mail address for final processing:

Dmetz@rizzetta.com

If you have any questions, please do not hesitate to call me at (813) 933-5571. Thank you.

Florida Design Consultants, Inc.	\$320.00
Hopping Green & Sams	\$106.00
Southern Land Services	\$648.00

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

January 10, 2020

HANCOCK BANK

Astoria Capital Improvement Bonds, Series 2018
Attn: John Shiroda, Vice President Corporate Trust
445 North Blvd., Suite 201
Baton Rouge, LA 70802

RE: Special Assessment Bonds, Series 2018 A-2
Requisitions for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's Construction Trust Account.

PLEASE EXPEDITE PAYMENT TO PAYEE(S) AS FOLLOWS:

A) ALL OTHERS VIA USPS

REQUISITION NO.	PAYEE	AMOUNT
CR74	Raysor Transportation Consulting	\$1,220.00
CR75	Southern Land Services	\$1,136.00

If you have any questions regarding this request, please do not hesitate to call me at (813) 994-1001. Thank you for your prompt attention to this matter.

Sincerely,
ASTURIA COMMUNITY DEVELOPMENT DISTRICT

Matt Huber
District Manager

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ASTURIA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

MEMORANDUM

TO: Jim Choncholas, **Florida Design Consultants, Inc.**
Lane Gardner, **Chairman**

FROM: Daniel Metz/Leslie Spock
Asturia Community Development District

DATE: January 08, 2020

RE: **Series 2018A-2 - Construction Requisition Approval - # CUS 74-75**

Enclosed is (are) construction requisition(s) for the above referenced District. Please review the requisition(s) and upon your approval, sign the designated area(s) and forward the requisition(s) to Lane Gardner.

Lane, upon your review and approval, sign the designated area(s) and forward the requisition(s) back to the District Office at the following e-mail address for final processing:

Dmetz@rizzetta.com

If you have any questions, please do not hesitate to call me at (813) 933-5571. Thank you.

Raysor Transportation Consulting	\$1,220.00
Southern Land Services	\$1,136.00