

*Storey Drive  
Community Development District*

*Agenda*

*July 15, 2021*

# AGENDA

# *Storey Drive*

## *Community Development District*

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

July 8, 2021

Board of Supervisors  
Storey Drive Community  
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Storey Drive Community Development District will be held **Thursday, July 15, 2021 at 10:00 a.m. at the offices of GMS-CF, 219 E. Livingston Street, Orlando, Florida.** Following is the advance agenda for the regular meeting:

### **Landowners' Meeting**

1. Determination of Number of Voting Units Represented
2. Call to Order
3. Election of Chairman for the Purpose of Conducting Landowners' Meeting
4. Nominations for the Positions of Supervisors (5)
5. Casting of Ballots
6. Tabulation of Ballots and Announcement of Results
7. Adjournment

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period
3. Organizational Matters
  - A. Administration of Oaths of Office to Newly Elected Supervisors
  - B. Consideration of Resolution 2021-17 Canvassing and Certifying the Results of Landowners' Election
  - C. Election of Officers
  - D. Consideration of Resolution 2021-18 Electing Officers
4. Approval of Minutes of the May 6, 2021 Meeting
5. Ranking of Proposals for District Engineering Services and Selection of District Engineer
6. Public Hearings
  - A. Rules of Procedure
    - i. Consideration of Resolution 2021-19 Adopting the District's Rules of Procedure
  - B. Uniform Method of Collection
    - i. Consideration of Resolution 2021-20 Expressing the District's Intent to Utilize the Uniform Method of Collection
  - C. Fiscal Years 2020 & 2021 Budgets
    - i. Consideration of Resolution 2021-21 Adopting the Fiscal Years 2021 & 2022 Budgets and Relating to the Annual Appropriations
  - D. Levying Assessments

- i. Consideration of Master Engineer's Report
    - ii. Consideration of Master Assessment Methodology Report
    - iii. Public Comment & Testimony
    - iv. Consideration of Resolution 2021-22 Levying Assessments
7. Consideration of Fiscal Year 2022 Developer Funding Agreement
8. Consideration of Website Services Agreement
9. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Balance Sheet and Income Statement
    - ii. Ratification of Funding Requests #2 - #3
    - iii. Approval of Fiscal Year 2022 Meeting Schedule
10. Other Business
11. Supervisor's Requests
12. Adjournment

Immediately preceding the Board of Supervisors meeting will be a landowners' meeting of the Storey Drive Community Development District.

The second order of business of the Board of Supervisors Meeting is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is Organizational Matters. Section A is the administration of the Oaths of Office to the newly elected Board Members and Section B is the consideration of Resolution 2021-17 canvassing and certifying the results of the landowners' election. A copy of the Resolution is enclosed for your review. Section C is the election of officers and Section D is the consideration of Resolution 2021-18 electing officers.

The fourth order of business is the approval of minutes of the May 6, 2021 meeting. The minutes are enclosed for your review.

The fifth order of business is the ranking of proposals for District engineering services and selection of a District Engineer. A copy of the ranking sheet and proposal are enclosed for your review.

The sixth order of business opens the Public Hearings. Section A opens the public hearing for the District's Rules of Procedure. Sub-Section 1 is the consideration of Resolution 2021-19 adopting the District's Rules of Procedure. A copy of the Resolution and proposed rules are enclosed for your review. Section B opens the public hearing for the Uniform Method of Collection. Sub-Section 1 is the consideration of Resolution 2021-20 expressing the District's intent to utilize the Uniform Method of Collection. A copy of the Resolution is enclosed for your review. Section C opens the public hearing for the adoption of the Fiscal Years 2021 & 2022 budgets. Sub-Section 1 is the consideration of Resolution 2021-21 adopting the Fiscal Years 2021 & 2022 budgets and relating to the annual appropriations. A copy of the Resolution and proposed budgets are enclosed for your review. Section D opens the public hearing for the levy of assessments. Sub-Section 1 is the consideration of the Master Engineer's Report and Sub-



Section 2 is the consideration of the Master Assessment Methodology Report. Copies of both reports are enclosed for your review. Sub-Section 3 is the public comment and testimony, and Sub-Section 4 is the consideration of Resolution 2021-22 levying assessments. A copy of the Resolution is enclosed for your review.

The seventh order of business is the consideration of the Fiscal Year 2022 developer funding agreement. A copy of the agreement is enclosed for your review.

The eighth order of business is the consideration of the website services agreement with ReAlign Web Design. A copy of the agreement will be provided under separate cover.

The ninth order of business is Staff Reports. Section 1 of the District Manager's Report includes the balance sheet and income statement for review and Section 2 includes Funding Requests #2 - #3 for ratification. The funding requests and supporting documentation is enclosed for your review. Section 3 is the approval of the Fiscal Year 2022 meeting schedule. A sample meeting notice is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,



George S. Flint  
District Manager

Cc: Jan Carpenter, District Counsel  
Darin Lockwood, Interim District Engineer  
Steve Sanford, Bond Counsel  
Jon Kessler, Underwriter  
Stacey Johnson, Trustee

Enclosures

## **SECTION III**

## **SECTION B**

**RESOLUTION 2021-17**

**A RESOLUTION CANVASSING AND CERTIFYING  
THE RESULTS OF THE LANDOWNERS' ELECTION OF  
THE STOREY DRIVE COMMUNITY DEVELOPMENT  
DISTRICT HELD PURSUANT TO SECTION 190.006(2),  
FLORIDA STATUTES**

**WHEREAS**, pursuant to Section 190.006(2), Florida Statute, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of a Community Development District for the purpose of electing five (5) supervisors for the District; and

**WHEREAS**, following proper notice of once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election, such landowners meeting was held on **July 15, 2021**, at which the below-recited persons were duly elected by virtue of the votes cast in their respective favor; and

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

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

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

<u>Supervisor</u>	<u># of Votes</u>	<u>Terms</u>
_____	_____	4 Year Term
_____	_____	4 Year Term
_____	_____	2 Year Term
_____	_____	2 Year Term
_____	_____	2 Year Term

2. The terms of office shall commence immediately upon the adoption of this Resolution:

Adopted this 15<sup>th</sup> day of July, 2021.

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Secretary/ Assistant Secretary

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Chairman/Vice Chairman

# SECTION D

**RESOLUTION 2021-18**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT  
ELECTING THE OFFICERS OF THE DISTRICT AND  
PROVIDING FOR AN EFFECTIVE DATE**

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

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

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

**Section 1.** \_\_\_\_\_ is elected Chairperson.

**Section 2.** \_\_\_\_\_ is elected Vice-Chairperson.

**Section 3.** \_\_\_\_\_ is elected Secretary.

**Section 4.** \_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.

**Section 5.** \_\_\_\_\_ is elected Treasurer.

**Section 6.** \_\_\_\_\_ is elected Assistant Treasurer.

**Section 7.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of July, 2021.

**ATTEST:**

**STOREY DRIVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice-Chairperson

# MINUTES



**MINUTES OF MEETING  
STOREY DRIVE  
COMMUNITY DEVELOPMENT DISTRICT**

The Organizational meeting of the Board of Supervisors of the Storey Drive Community Development District was held Tuesday, **May 6, 2021** at 9:30 a.m. at the Offices of GMS-CF, 219 East Livingston Street, Orlando, Florida.

Present and constituting a quorum were:

Adam Morgan	Chairman
Daniel La Rosa	Vice Chairman
Lane Register	Assistant Secretary

Also present were:

George Flint	District Manager, GMS
Kristen Trucco	District Counsel
Darin Lockwood	Interim District Engineer
Steve Sanford	Bond Counsel
Tasha Schmauch	Lennar Homes

**FIRST ORDER OF BUSINESS**

**Introduction**

**A. Call to Order**

Mr. Flint called the meeting to order and called the roll. Three Board members were present constituting a quorum.

**B. Public Comment Period**

Mr. Flint: There are no members of the public present for the meeting.

**C. Oath of Office**

Mr. Flint: At this time, I will swear in three Supervisors; Mr. Morgan, Mr. Register, and Mr. La Rosa. You have Form 1 the Statement of Financial Disclosure and that must be filed within 30 days of today.

**SECOND ORDER OF BUSINESS**

**Organizational Matters**

**A. Confirmation of Notice of Meeting**

Mr. Flint: The meeting was advertised in the newspaper in accordance with the statutes.

**B. Information on Community Development Districts and Public Official Responsibilities and Florida Statutes Chapter 190**

Mr. Flint: As a member of the Board of Supervisors you are public officials of the State of Florida and are subject to the Sunshine Law and Public Records laws. The agenda includes information on both as well as general information on Community Development Districts and their responsibilities as public officials.

**C. Election of Officers**

**1. Consideration of Resolution 2021-01 Designating Officers**

Mr. Flint: The Board is required to elect officers and it can be handled individually or as a slate. The District Manager is typically the Secretary, and the accountant is the Treasurer.

Mr. Morgan: I nominate myself as Chairman, Mr. La Rosa as Vice Chairman, and Mr. Register and Ms. Morgan as Assistant Secretaries. Ms. Karen Morgan will stay on the Board but will not be available for meetings.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2021-01 Designating Officers with Mr. Morgan as Chairman, Mr. La Rosa as Vice Chairman, Mr. Register and Ms. Morgan as Assistant Secretaries and Mr. Flint as Secretary, was approved.

**2. Consideration of Resolution 2021-02 Designating Treasurer and Assistant Treasurer**

Mr. Flint: You are required to designate a Treasurer and Assistant Treasurer. Like your other Districts, we would suggest Ms. Jill Burns be nominated as the Treasurer and Ms. Teresa Viscarra as the Assistant Treasurer.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2021-02 Designating Treasurer and Assistant Treasurer with Ms. Burns as Treasurer and Ms. Viscarra as Assistant Treasurer, was approved.

**THIRD ORDER OF BUSINESS**

**Retention of District Staff**

**A. Consideration of Contract for District Management Services**

Mr. Flint: This is the standard agreement and scope of services as well as our fees. Are there any questions on the agreement? Hearing none,

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Appointing GMS as the District Manager, was approved.

**B. Consideration of Appointment for District Counsel**

Mr. Flint: You have the proposed engagement letter with Latham, Luna, Eden & Beaudine. Kristen Trucco is here today with their firm. Are there any questions on the contract? Hearing none,

Ms. Trucco: Jan Carpenter will also serve as District Counsel to the District as well. This proposal is consistent with all the other Lennar Districts.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Appointing Latham, Luna, Eden & Beaudine as District Counsel, was approved.

**C. Consideration of Resolution 2021-03 Designating a Registered Agent and Office**

Mr. Flint: It is required by the state to have a registered agent and designate the office of the agent. Ms. Carpenter serves as the registered agent and her office is at 201 South Orange Ave. as the registered office location.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Designating Ms. Carpenter as the Registered Agent and her office at 201 South Orange Ave. as the Registered Office, was approved.

**D. Request Authorization to Issue RFQ for Engineering Services**

Mr. Flint: There is a need to go through the RFQ process to solicit proposals for a District Engineer as required by the statutes, engineering services fall under the Consultants Competitive Negotiation Act. You will later in the agenda be approving Poulos & Bennet to serve as Interim Engineer.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Authorization for Staff to Issue an RFQ for Engineering Services, was approved.

**FOURTH ORDER OF BUSINESS**

**Designation of Meetings and Hearing Dates**

**A. Designation of Regular Monthly Meeting Date, Time, and Location**

Mr. Flint: The District is required to develop a meeting schedule. The meeting location needs to be in Orange County. We are suggesting the first Thursday of the month at 9:30 a.m.

Mr. Morgan: I think that works for all of us. 9:30 or 10:00 is fine with me.

Mr. Register: Let's do 9:30, that works better.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Designating the Regular Monthly Meeting Date for the First Thursday of the Month at 9:30 a.m., in Orange County, Florida, was approved.

**B. Designation of Landowner's Meeting Date, Time, and Location**

Mr. Flint: The District is required to hold an initial Landowner election within 90 days of formation. We are recommending that the Landowner meeting be held at the July meeting. The date for that would be on July 15, 2021 at 10:00 a.m. in Orange County.

On MOTION by Mr. Register, seconded by Mr. Morgan, with all in favor, Designating of Landowner's Meeting for July 15, 2021 at 10:00 a.m. in Orange County, was approved.

**C. Designation of Dates of Public Hearing to Adopt Rules of Procedure in accordance with Section 120.54, Florida Statutes**

**1. Consideration of Resolution 2021-04 Setting a Public Hearing to Consider the Proposed Rules of the District**

Mr. Flint: This resolution would set the date for the public hearing to consider the rules that cover basic operations of the District. A draft of the Rules of Procedure is in the agenda package. There is a 30-day notice requirement, and we are recommending the rule hearing be held on July 15, 2021.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2021-04 Setting the Public Hearing to Consider the Proposed Rules of the District for July 15, 2021 at 10:00a.m., was approved.

**D. Designation of Date of Public Hearing on the Budget for Fiscal Year 2021**

**1. Consideration of Resolution 2021-05 Setting the Public Hearing and Approving the Proposed Fiscal Year 2021 Budget**

Mr. Flint: This would set the date of the public hearing to consider the proposed budget. We are recommending setting the public hearing for July 15, 2021, at 10:00 a.m. at the Orange County location.

On MOTION by Mr. La Rosa, seconded by Mr. Morgan, with all in favor, Resolution 2021-05 Setting the Public Hearing for July 15, 2021 at 10:00 a.m. and Approving the Proposed Budget for Fiscal Years 2021, was approved.

**2. Approval of the Fiscal Year 2021 Developer Funding Agreement**

Mr. Flint: Associated with the fiscal year budget, in lieu of imposing assessments the District operates under a Developer Funding Agreement with Lennar.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Fiscal Year 2021 Developer Funding Agreement, was approved.

**E. Designation of Date of Public Hearing on the Budget for Fiscal Year 2022**

**1. Consideration of Resolution 2021-06 Setting the Public Hearing and Approving the Proposed Fiscal Year 2022 Budget**

Mr. Flint: This would approve the Fiscal Year 2022 budget and it would set the date of the public hearing to consider the proposed budget. We recommend setting the public hearing for July 15, 2021, at 10:00 a.m. at the Orange County location.

Mr. Morgan: This is a standard CDD budget that we have at all the other Districts?

Mr. Flint: Yes, this is a proposed budget and is a standard administrative budget that is prorated for the remaining months of the year. It's not a full 12-month budget.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2021-06 Setting the Public Hearing for July 15, 2021 at 10:00 a.m. and Approving the Proposed Budget for Fiscal Years 2022, was approved.

**F. Designation of Date of Public Hearing Expressing the District’s Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments in accordance with Section 197.3632, Florida Statutes**

Mr. Flint: This resolution is needed to allow the District to utilize the tax bill and we are suggesting that the meeting be held on July 15, 2021 at 10:00 a.m.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Designating the Date of Public Hearing for July 15, 2021 at 10:00 a.m., Expressing the District’s Intent to Utilize the Uniform method of Levying, Collecting and Enforcing non-Ad-Valorem Assessments in accordance with Section 197.3632, Florida Statutes, was approved.

**FIFTH ORDER OF BUSINESS**

**Other Organizational Matters**

**A. Selection of District Depository**

Mr. Flint: The District Depository is basically the bank we keep the District’s checking account with. We use SunTrust at all the other Districts, and we would suggest using them here as well.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Designating SunTrust Bank as the District Depository, was approved.

**B. Authorization of Bank Account Signatories**

Mr. Flint: I ask that the signatories be myself as the District Secretary, and the Treasurer and Assistant Treasurer.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Authorizing George Flint and the Treasurer and Assistant Treasurer as Bank Account Signatories, was approved.

**C. Consideration of Resolution 2021-07 Relating to Defense of Board Members**

Mr. Flint: This resolution will allow the District to provide legal support to Board members and staff as outlined in the resolution when acting in their capacity as Board members.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2021-07 Relating to Defense of Board Members, was approved.

**D. Consideration of Resolution 2021-08 Ratifying District Counsel’s Actions in Recording the “Notice of Establishment” In the Property Records of Orange County in accordance with Chapter 190.0485, Florida Statutes**

Ms. Trucco: Resolution 2021-08 ratifies the Notice of Establishment for the Storey Drive CDD. This is a statutory requirement.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2021-08, Ratifying District Counsel’s Actions in Recording the “Notice of Establishment” in the Property Records of Orange County in Accordance with Chapter 190.0485, Florida Statutes, was approved.

**E. Designation of Resolution 2021-09 Adopting Investment Guidelines**

Mr. Flint: We are recommending the Board adopt the alternative investment guidelines. The District is required to adopt an investment policy and the four investment options are listed in the resolution.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2021-09, Adopting Alternative Investment Guidelines, was approved.

**F. Designation of Resolution 2021-10 Authorizing Execution of Public Depositor Report**

Mr. Flint: We are required to file a Public Depositor report. This resolution authorizes the District Manager or Treasurer to file the report with the Treasurer of the State of Florida.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2021-10 Authorizing Execution of Public Depositor Report, was approved.

**G. Consideration of Resolution 2021-11 Designating a Policy for Public Comment**

Mr. Flint: This resolution sets forth guidelines and rules to govern public comment at public meetings. This has been adjusted for new policy to allow comments prior to voting.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2021-11 Designating a Policy for Public Comment, was approved.

**H. Consideration of Resolution 2021-12 Adopting a Travel and Reimbursement Policy**

Mr. Flint: This policy is standard for travel reimbursement rates, procedures, and limitations outlined in Florida law.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2021-12 Adopting a Travel and Reimbursement Policy, was approved.

**I. Consideration of Resolution 2021-13 Adopting a Records Retention Policy**

Mr. Flint: Resolution 2021-13 provides the time frame to destroy records. This allows the District to be in compliance with State and Federal laws and allows staff to keep everything.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor Resolution 2021-13, Adopting a Records Retention Policy, was approved.

**J. Consideration of Compensation to Board Members**

Mr. Flint: The Board is entitled to compensation of \$200 per meeting, not exceeding \$4,800 per year. I will note for the record that all Board members present elect to waive compensation.

**K. Selection of District Records Office Within Orange County**

Mr. Flint: The District Records office will be 219 East Livingston Street, Orlando Florida.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Selecting District Records Office as 219 East Livingston Street, Orlando, FL, was approved.



**L. Consideration of Website Services Agreement**

Mr. Flint: The agreement with Realign Web Design is to create the District's ADA compliant website. The fee is \$1,750.

Mr. Morgan: Is this consistent with other Districts?

Mr. Flint: This fee is lower.

Ms. Trucco: I will just add that GMS does a great job maintaining ADA compliance.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Website Agreement with Realign Web Design, was approved.

**M. Authorization to Prepare Public Facilities Report in Accordance with Chapter 189.08 Florida Statutes to Coincide with Special District Filing Date of August 1<sup>st</sup> for Orange County**

Mr. Flint: This will authorize staff to prepare a Public Facilities Report to be filed before August 1<sup>st</sup>.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Authorization for Staff to Prepare a Public Facilities Report in Accordance with Chapter 189.08 Florida Statutes to Coincide with Special District Filing Date of August 1st in Orange County, was approved.

**SIXTH ORDER OF BUSINESS**

**Capital Improvements**

**A. Appointment of the Financing Team**

**1. Bond Counsel**

Mr. Flint: The first agreement in the package is for bond counsel from Greenberg Traurig.

Mr. Sandford: This is a typical Financing Team letter that you have seen in other Lennar Districts.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Agreement with Greenberg Traurig to Serve as Bond Counsel, was approved.

**2. Interim Engineer**

Mr. Flint: This agreement is with Poulos & Bennett, which is the Interim District Engineer. There is a fee schedule for services in your agenda.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Agreement with Poulos & Bennett to Serve as the District Engineer, was approved.

**3. Underwriter**

Mr. Flint: You have an agreement with FMS Bonds for underwriting services. Their Rue G-17 disclosure is also included in the agenda package for review. FMS provides underwriting services for other Districts that we manage.

On MOTION by Mr. Morgan, seconded by Mr. Register with all in favor, the Agreement with FMS Bonds to Serve as the Underwriter, was approved.

**4. Assessment Administrator**

Mr. Flint: The fees for this were outlined in the GMS contract that was approved so there is no need to appoint GMS as the Assessment Administrator.

**5. Trustee**

Mr. Flint: We have an agreement from US Bank to serve as the Trustee. This is in line with what is seen in other Districts.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Proposal from US Bank to Serve as the Trustee, was approved.

**B. Approval of Financing Team Funding Agreement**

Mr. Flint: This agreement is, to the extent any of the professionals must be compensated during the process of issuing the bonds, the Developer agrees that they would pay those expenses.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Financing Team Funding Agreement, was approved.

**SEVENTH ORDER OF BUSINESS**

**Financing Matters**

**A. Consideration of Resolution 2021-14 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation Proceedings**

**• Validation Report**

Mr. Flint: This report is attached for review.

Mr. Sandford: This resolution needs approval for purposes of the bond validation process. The amount of bonds being authorized is \$14,020,000.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Resolution 2021-14 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation Process, was approved.

**B. Imposition of Assessments**

**1. Consideration of Master Engineers Report**

Mr. Flint: I would ask that this report be approved in substantial form. There has been some communication between bond and District counsel on a few minor issues. There have been no substantial changes to the report.

Mr. Lockwood: The last page of the report contains the estimated probable cost of the eligible improvements the District could fund which is \$10,816,00. This approval is part of the Resolution. Mr. Flint added that a supplemental report would be added once they were closer to pricing the items.

**2. Consideration of Master Assessment Methodology**

Mr. Flint: The Methodology Report is included in the package and outlines the benefit that will be distributed to the properties in the District, and this will be supplemented by one or more supplemental reports that will outline the actual terms of the bond. The mix of condo, townhomes, and single-family units total 510 units with total ERUs of 340. The bond sizing is funded at 100% of improvements at \$14,020,000. The preliminary assessment roll includes the boundaries of the District at 67.84 acres.

**3. Consideration of Resolution 2021-15 Declaring Special Assessments**

Mr. Flint: This resolution states the intent to impose assessments.

Ms. Trucco: This resolution is required under Florida Statute. These assessments would be levied in order to repay the bond holders the money they are lending the District. The District pays the Developer to construct the project in accordance with the Engineer's Report. They will levy assessments on the entire District of 67.84 acres in the amount is 14,020,000.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2021-15, Declaring Special Assessments, was approved.

**4. Consideration of Resolution 2021-16 Setting a Public Hearing for Special Assessments**

Ms. Trucco: This is a requirement of Florida law, and a public hearing will be set to allow public comment.

Mr. Flint: We are recommending the public hearing date be set for July 15, 2021.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2021-16 Setting a Public Hearing for July 15, 2021 for Special Assessments, was approved.

**EIGHTH ORDER OF BUSINESS**

**Business Items**

**A. Consideration of an Acquisition Agreement**

Mr. Trucco: The Developer is agreeing to construct the project in accordance with the Engineer's Report and the District agrees to repay the Developer for their construction of completed work in accordance with the Engineer's Report.

Mr. Flint: If improvements are completed before bonds are issued and conveyed, it gives us the ability to reimburse retroactively.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Acquisition Agreement, was approved.

**NINTH ORDER OF BUSINESS**

**Other Business**

**A. Staff Reports**

**i. Attorney**

Ms. Trucco: I have nothing further.

**ii. Manager**

There being none, the next item following.

**B. Supervisors Requests**

There being none, the next item followed.

**C. Approval of Funding Request No. 1**

Mr. Flint: I am asking for approval of Funding Request No.1 for \$13,775. These are funds to open the operating account, pay for the insurance, pay for all the legal advertising costs for the assessment hearings, and for creation of the District's website.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Funding Request No. 1 for \$13,775, was approved.

**TENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Flint adjourned the meeting at 10:44 a.m.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the meeting was adjourned at 10:44 a.m.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

# SECTION V



**Storey Drive  
Community Development District**

**Request for Qualifications for  
Engineering Services**

**Prepared For  
George Flint, Vice President  
219 East Livingston Street  
Orlando, FL 32801**

**Date  
July 8, 2021**

**POULOS & BENNETT**

2602 E. Livingston Street Orlando, Florida 32803 | Tel: 407-487-2594 | [www.poulosandbennett.com](http://www.poulosandbennett.com)  
FBPE Certificate of Authorization No. 2856



# POULOS & BENNETT

Poulos & Bennett, LLC • 2602 E. Livingston Street Orlando, Florida 32803 • (407) 487-2594 • [www.poulosandbennett.com](http://www.poulosandbennett.com)

July 8, 2021  
George S. Flint  
219 E. Livingston Street  
Orlando, FL 32810

RE: Request for Qualifications For Engineering Services  
Storey Drive Community Development District

Dear Mr. Flint,

Thank you for the opportunity to provide our qualifications for engineering services for the Storey Drive Community Development District. Poulos & Bennett is known for bringing incomparable attention to detail with a highly dedicated team of experienced professionals who will meet all your civil engineering needs.

To best serve the Storey Drive CDD, Poulos & Bennett has teamed up with Modica & Associates (environmental consultant), Allen & Company (land surveyor), and Redd + Associates (landscape architect). Our partners have successfully worked on many noteworthy projects and will create an efficient and highly experienced team. The team members assembled by Poulos & Bennett are all headquartered in Central Florida and have the ability to provide quick and efficient service.

The Poulos & Bennett team is the best fit for carrying out this project expeditiously and efficiently based on our vast experience with the engineering design of not only this project but other Community Development Districts as well. Our Orlando office location, our thorough understanding of South Florida Water Management District (SFWMD) criteria and permitting, as well as our long-standing relationships with SFWMD staff, extending up to and including the Chairmen of the respective SFWMD Governing Boards, will serve to provide a uniquely positioned team of professionals. Our team members have been serving clients in Central Florida since 1989. We have extensive experience and strong relationships with the City of Orlando and Orange County staffs, and we are proud of our reputation as being consummate professionals in our interactions, skilled civil engineers and planners in our practice, and committed advocates for our clients.

We appreciate the opportunity to provide our qualifications for engineering services and are excited about the possibility of providing high-quality and cost-effective engineering services. We feel with our engineering experience, coupled with the talent and experience of the overall team, we can meet and exceed the needs of the Storey Drive Community Development District. Please do not hesitate to reach out if you need additional information.

Sincerely,



**Jamie T. Poulos, PE, LEED AP**  
*Principal-in-Charge*

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Storey Drive Community Development District

2. PUBLIC NOTICE DATE  
N/A

3. SOLICITATION OR PROJECT NUMBER  
N/A

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Jamie T. Poulos, PE, LEED AP – Principal-In-Charge

5. NAME OF FIRM

Poulos & Bennett, LLC

6. TELEPHONE NUMBER

407-487-2594

7. FAX NUMBER

407-289-5280

8. E-MAIL ADDRESS

jpoulos@poulosandbennett.com

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON	TRACTOR			
a.	X				Poulos & Bennett, LLC  <input type="checkbox"/> CHECK IF BRANCH OFFICE	2602 E. Livingston Street  Orlando, FL 32803	Civil Engineer
b.			X		Modica & Associates  <input type="checkbox"/> CHECK IF BRANCH OFFICE	302 Mohawk Road  Clermont, Florida 34715	Environmental Consultant
c.			X		Allen & Company  <input type="checkbox"/> CHECK IF BRANCH OFFICE	1401 South Florida Ave  Lakeland, FL 33803	Land Surveyor
d.			X		Redd + Associates, P.A.  <input type="checkbox"/> CHECK IF BRANCH OFFICE	2655 N. Ocean Dr. #400  Singer Island, FL 33404	Landscape Architect
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

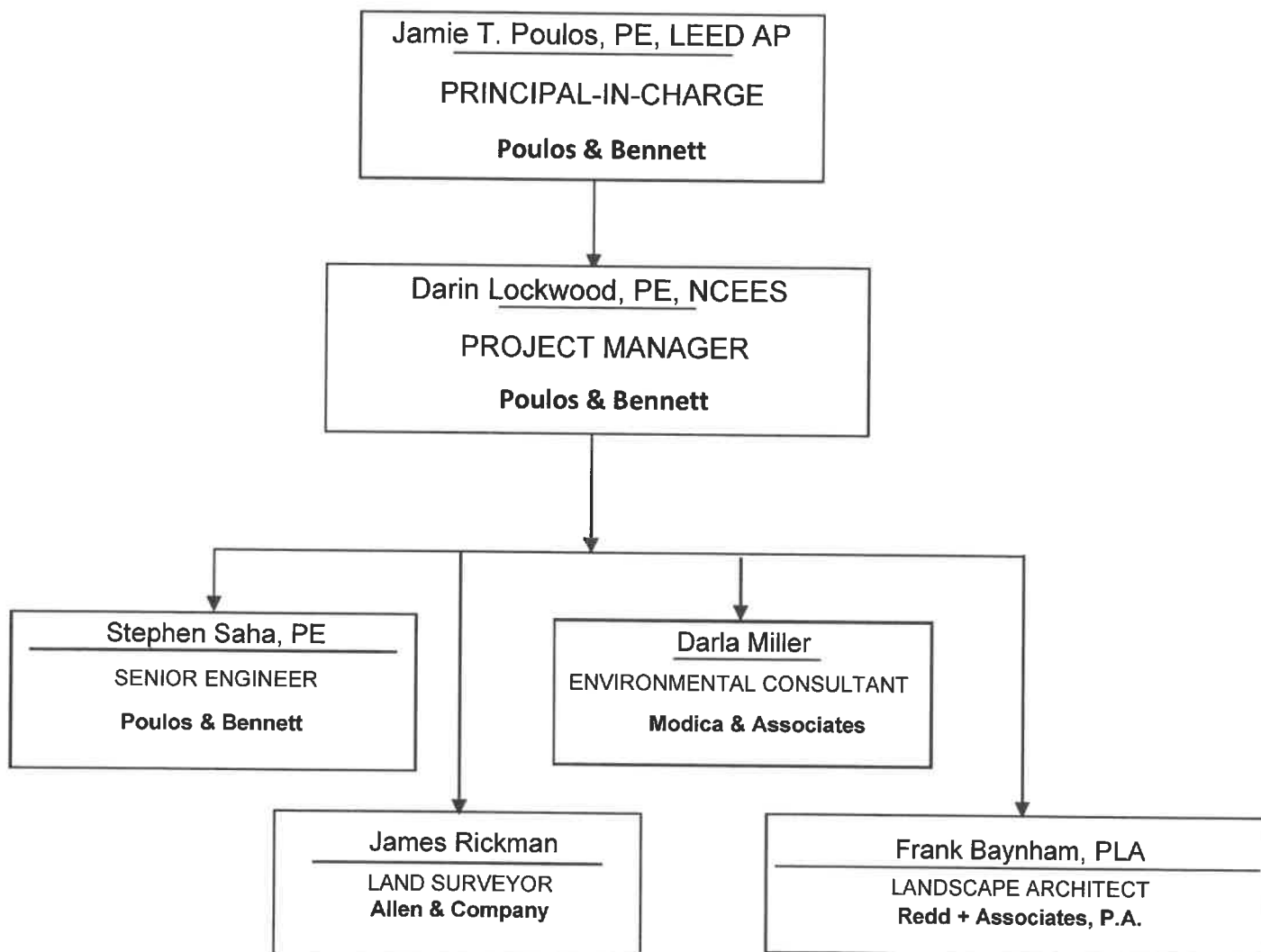
(Attached)

**D. ORGANIZATIONAL CHART OF PROPOSED TEAM**

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES**

**STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT**

**ORGANIZATIONAL CHART**



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Jamie T. Poulos, PE, LEED AP</b>	13. ROLE IN THIS CONTRACT <i>Principal-in-Charge</i>	14. YEARS EXPERIENCE	
		a. TOTAL 19	b. WITH CURRENT FIRM 12

15. FIRM NAME AND LOCATION *(City and State)*  
**Poulos & Bennett, LLC - Orlando, FL**

16. EDUCATION *(Degree and Specialization)*  
*MS Civil Engineering, University of Central Florida*  
*BS Environmental Engineering, University of Central Florida*

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*  
*Florida Registered PE(No. 57568); FDEP Certified Erosion & Sediment Control Inspector (No. 2359); LEED® Accredited Professional; Alabama Registered PE (No. 34136); Arkansas Registered PE (No. 17540); Louisiana Registered PE (No. 43370); Mississippi Registered PE(No. 26327); North Carolina Registered PE (No. 43437); Ohio Registered PE (No. 84258); Texas Registered PE (No. 131639)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
LEED Accredited Professional, American Society of Civil Engineers, Adjunct Professor for University of Central Florida

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>Indigo Community Development District</b> <i>Daytona Beach, FL</i>	2019-Current	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE a. The Indigo CDD includes a 380-acre residential development that consists of 600 residential units. Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. The total cost is approximately \$25,000,000.		
<input checked="" type="checkbox"/> Check if project performed with current firm		
<b>Storey Drive Community Development District - Interim</b> <i>City of Orlando</i>	2020-Current	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE b. Located on International Drive, north of Kirkman Road within the City of Orlando, the resort community, development by Lennar, consists of 67.8 acres including 69 detached units, 201 attached two-story units, and 240 resort condo units. The development included a 3,400' offsite sanitary forcemain extension as well as three culverted crossings of an existing canal. Stormwater management was provided via four wet detention ponds prior to outfall to the surrounding adjacent canal. Principal-in-Charge.		
<input checked="" type="checkbox"/> Check if project performed with current firm		
<b>LPGA Project</b> <i>Daytona Beach, FL</i>	2018 - Current	N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE c. Jamie served as project manager for the Integrated LPGA single-family residential development within the City of Daytona Beach consisting of approximately 87.12 acres with proposed development of 195 single family homes. Poulos & Bennett provided the professional engineering services including the final master plan, stormwater master plan, master utility plan, master earthworks plan as well as construction phase services.		
<input checked="" type="checkbox"/> Check if project performed with current firm		
<b>Lake Pickett Project</b> <i>Orange County, FL</i>	2017 - Current	Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE d. Jamie served as project manager for the Lake Pickett property located within east Orange County which consists of 292.79 acres and is located on the north side of Lake Pickett Road. Poulos & Bennett provided professional civil engineering services including the Preliminary Subdivision Plan, master utility plan, mass grading plans, and Final Engineering Plans and Permitting through SJRWMD, as well as construction phase services.		
<input checked="" type="checkbox"/> Check if project performed with current firm		
<b>Wetherbee Road Widening Project</b> <i>Orange County, FL</i>	2006	2008
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE e. Project involved the civil engineering design for the widening of approximately 1.5 miles of Wetherbee Road from a two-lane section rural to a four lane urban divided section. Stormwater management for the roadway widening was provided via joint-use ponds within the surrounding residential developments. Senior Project Engineer.		
<input checked="" type="checkbox"/> Check if project performed with current firm		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Darin Lockwood, PE, NCEES</b>	13. ROLE IN THIS CONTRACT <b>Project Manager</b>	14. YEARS EXPERIENCE	
		a. TOTAL <b>36</b>	b. WITH CURRENT FIRM <b>5</b>
15. FIRM NAME AND LOCATION (City and State) <b>Poulos &amp; Bennett, LLC, Orlando, FL</b>			
16. EDUCATION (DEGREE AND SPECIALIZATION) <b>Embry-Riddle Aeronautical University, Daytona Beach, FL, Aerospace and Civil Engineering 1998</b>		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) <b>Florida License Number 304, Delaware License Number 13073, Virginia License Number 448, NCEES Record Number 2732</b>	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) <b>Member of the American Society of Civil Engineers (ASCE); Member of Association of State Floodplain Managers; Member of Florida Floodplain Managers Association</b>			

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State) <b>Storey Drive Community Development District- Interim</b>	(2) YEAR COMPLETED	
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Professional Engineer Responsible for the preparation of the Engineer's Report for the Storey Drive Development District which is a 67.84 acre tract in the City of Orlando consisting of 510 commercial dwelling units including single family, townhouse and condominium units. Professional Engineering Services are required on an ongoing basis for planning, preparing reports and plans, providing contract administration and consulting oversight, and providing designs and specifications for roadways, buffer walls, water and sewer facilities, and stormwater management facilities. Estimated CDD Construction costs of \$10.8 MM.	PROFESSIONAL SERVICES 2019 - Present	CONSTRUCTION (If applicable) N/A
		<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) <b>Orange County Public Schools Site 113 - Orange County,</b>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Professional Engineer Responsible for the Site Design of an \$88MM High School Campus to include Site Design, Stormwater Design, Water, Sewer and Reclaimed Utilities Design. Offsite Roadway Improvements to include Roadway Expansion and Turn Lanes with Utility Extensions. Traffic Light Design. Responsible for plans and specifications, providing contract administration and construction administration.	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) N/A
		<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) <b>Jones Road Subdivision - Osceola County &amp; City of St. Cloud</b>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Professional Engineer Responsible for designing 650+ lot subdivision to include Roadway Design, Stormwater Design, Water, Sewer, and Reclaimed Utility Design. Responsible for Utility extension to the site of over a mile of County Road design. Construction Administration to include inspection of Roadway and Stormwater Systems and Utility Systems. Responsible for plans and specifications, providing contract administration and construction administration. Construction costs of \$13MM.	PROFESSIONAL SERVICES 2017-2019	CONSTRUCTION (If applicable) N/A
		<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) <b>Checkpoint Charlie Expansion and Redesign - OIAA</b>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Professional Engineer Responsible charge of \$6.5MM Security Checkpoint upgrade at Orlando International Airport to include site design, stormwater design, utility relocations and redesign. Responsible for plans and specifications, providing contract administration and construction administration.	PROFESSIONAL SERVICES 201	CONSTRUCTION (If applicable) N/A
		<input checked="" type="checkbox"/> Check if project performed with current firm	
e.			
		<input type="checkbox"/>	

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Stephen K Saha, PE</b>	13. ROLE IN THIS CONTRACT <b>Senior Project Engineer</b>	14. YEARS EXPERIENCE	
		a. TOTAL <b>15 years</b>	b. WITH CURRENT FIRM <b>3 years</b>
15. FIRM NAME AND LOCATION <i>(City and State)</i> <b>Poulos &amp; Bennett, LLC, Orlando, FL</b>			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> <b>B.S. Industrial &amp; Systems Engineering                  Georgia Institute of Technology</b>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> <b>Florida Professional Engineer, License # 76903</b>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> <b>Certified Erosion Control Inspector</b>			

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
a.	<b>Tohoqua CDD</b>  Responsible for the preparation of the Engineer's Report for multiple phases of the Tohoqua Community Development District which is a 784 acre tract planned for 2,216 single family homes and 1,004 multi-family homes as well as commercial, hotel and school uses. Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. Estimated CDD construction cost of \$72M. Steve served as a Project Manager.	PROFESSIONAL SERVICES 2020 - Present	CONSTRUCTION <i>(If applicable)</i> N/A
b.	<b>Windward CDD / Four Seasons at Orlando</b>  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm  Responsible for the preparation of multiple Engineer's Reports and for construction management for multiple phases of the Windward Community Development District which is a 128 acre tract planned for 553 single family homes and an amenity building. Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. Estimated CDD construction cost of \$23. Steve served as a Project Manager.	PROFESSIONAL SERVICES 2018 - Present	CONSTRUCTION <i>(If applicable)</i> 2018 - Present
c.	<b>Waterstone HOA</b>  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm  Responsible for the preparation of the Engineer's Report for the Waterstone HOA consisting of 117 single family homes and various amenities. Tasks included a condition inspection of the roadways, walls and hardscape, sewer facilities, stormwater facilities along with recommended repairs of deficiencies. The financial evaluation included an assessment of the current budget and condition along with the necessary and future expenditures. and both design and construction of infrastructure repair, rehabilitation and replacement activities.	PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i> N/A
d.	<b>Infrastructure Asset Management System</b>  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm  Responsible for the preparation of reports, condition evaluation, repairs and overall management of all roadways, bridges, and various stormwater facilities for Osceola County. Osceola County comprised of approximately 900 centerline miles of roadway, 75 bridges, and stormwater facilities including approximately 500 ponds. Tasks included GIS and database management of inventory, inspection of infrastructure, preparation of work plans and budgets, and both design and construction of infrastructure repair, rehabilitation and replacement activities.	PROFESSIONAL SERVICES 2008 - 2018	CONSTRUCTION <i>(If applicable)</i> 2008 - 2018
e.	(1) TITLE  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Darla Miller</b>	13. ROLE IN THIS CONTRACT <b>Ecological</b>	14. YEARS EXPERIENCE	
		a. TOTAL 36	b. WITH CURRENT FIRM 7

15. FIRM NAME AND LOCATION *(City and State)*  
**Modica & Associates, Inc., Clermont, Florida**

16. EDUCATION *(Degree and Specialization)*  
**B.S. Forest Management, Mississippi State University  
M.B.A. Business, Rollins College, Crummer School of Business**

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*  
**N/A**

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

**Organizations: Oakland Nature Preserve (current member and previous Board member for ~10 years)**

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>Packing District Park, Orlando, Florida</b>	2019	on-going
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>a. Public/Private. Existing site had large highly altered wetlands from regional canal system. Proposed City of Orlando park included a regional stormwater pond (improve impaired system), open fields, tennis center, trail system, other amenities. Project size = 81 ac. Wetland impacts = 11 ac. Ecological fees = ~\$80,000, Mitigation Cost = ~\$384,000 (mitigation bank). Wetland and Protected Species permitting, Public Meeting presentation, Third Party Objection responses.</b>		
<b>Lake Myrtle Ski Park, Auburndale, Florida</b>	2017	on-going
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>b. Public/Private. The Lake Myrtle Ski park is a unique park that uses a private lake that creates the potential for a 4th official USA Training Center and Water Sports Complex and the only complex of its kind in Florida. Economic impact for local community=\$535,000 per event. Project size = 87 ac. Wetland impacts = ~1 ac. Ecological fees = ~\$30,000, Mitigation Cost = ~\$26,000 (mitigation bank). Wetland and Protected Species permitting.</b>		
<b>CFX Poinciana/I-4 Connector, parts of Polk and Osceola Counties</b>	2019	N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>c. Feasibility and Mobility Study for several potential connector alignments. Some alignments were proposed through a permitted mitigation bank, others through existing subdivisions. Evaluated wetlands within the various corridors (high level) for permitting and construction feasibility. Study Area = 16,000 ac, Ecological fees = ~\$5,500. Wetland evaluations and report preparation.</b>		
<b>CFX Osceola-Brevard Connector, parts of Osceola and Brevard Counties</b>	2020	N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>d. Feasibility and Mobility Study for several potential connector alignments. Alignments are mainly rural routes through prime farmland and must cross the St. Johns River. Evaluating wetlands within the various corridors (high level) for permitting and construction feasibility. Study Area = 106,000 ac, Ecological fees = ~\$25,000. Wetland evaluations and report preparation.</b>		
<b>City of Leesburg Gopher Tortoise Services, Leesburg, FL</b>	2017-2020	N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>e. Assisted the City of Leesburg with the sale of properties to a industrial user. Conducted the gopher tortoise survey and relocation on two properties, for two separate sales. Project size = 160 ac, Ecological fees = ~\$50,000 (without gopher tortoise recipient site fees). Gopher tortoise survey, permitting and relocation.</b>		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

<b>12. NAME</b> <b>James L. Rickman</b>	<b>13. ROLE IN THIS CONTRACT</b> Professional Land Surveyor Principal Surveyor	<b>14. YEARS EXPERIENCE</b> a. TOTAL      b. WITH CURRENT FIRM 38 yrs      32 years	
<b>15. FIRM NAME AND LOCATION (City and State)</b> Allen & Company, Inc      Winter Garden, FL 34787			
<b>16. EDUCATION (DEGREE AND SPECIALIZATION)</b> Sante Fe Community College, Course Work Surveying Central Florida Community College, Course Work Civil Engineering		<b>17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)</b> Florida PMS # 5633, 1996	
<b>18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)</b> Member Florida Surveying and Mapping Society, Member Central Florida Chapter Surveying and Mapping Society			

**19. RELEVANT PROJECTS**

	a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)	
		Sunbridge      Orange and Osceola Counties, Florida	Ongoing	Ongoing
		(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Topographic Surveys, Boundary Surveys, Corridor Surveys, Wetland Surveys, Control Surveys, Hydrographic Surveys, Mean High Water Line Surveys and SUE mapping \$400,000.00      Principal Surveyor		
		Lake Pickett South      Orange County, Fl.	2015	
		(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Topographic Surveys, Boundary Surveys, Wetland Surveys, Control Surveys, Hydrographic Surveys, Mean High Water Line Surveys, Services \$200,000.00      Principal Surveyor		
		The Hills of Minneola      Minneola, Florida	Ongoing	Ongoing
		(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Topographic Surveys, Boundary Surveys, As-Built Surveys, Wetland Surveys, Control Surveys, Hydrographic Surveys, Mean High Water Line Surveys, Quantity Surveys, Special Purpose Surveys or Misc. Services \$400,000.00      Principal Surveyor		
		Horizons West Village "F"      Orange County, Fl.	Completed	Completed
		(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Topographic Surveys, Boundary Surveys, As-Built Surveys, Control Surveys, Right of way maps and surveys, SUE mapping \$ 2,000,000 to date      Principal Surveyor		
		Horizons West Village I      Orange County, FL	2007/2014	Ongoing
		(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Topographic Surveys, Boundary Surveys, As-Built Surveys, Control Surveys, Right of way maps and SUE mapping \$ 1,000,000      Principal Surveyor		



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME  Frank G. Baynham	13. ROLE IN THIS CONTRACT  Landscape Architect	14. YEARS EXPERIENCE	
		a. TOTAL 37	b. WITH CURRENT FIRM 37

15. FIRM NAME AND LOCATION *(City and State)*  
**Redd + Associates, P.A.**

16. EDUCATION <i>(Degree and Specialization)</i>  BLA - Landscape Architecture, University of Georgia	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>  State of Florida - Landscape Architect
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
 Post Graduate - Harvard Graduate School of Design Professional Development Seminars;

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	City of West Palm Beach Waterfront Revitalization - WPB, FL	1994	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Fountain, Meyer Amphitheater and Clematis Street Urban Renewal Size: 23 acres Cost: \$2.3 million		
b.	Wa Ke Hatchee Community Park - Lee County, FL (see above)		
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm ..... baseball complex, multi-purpose open lawn, large lake, tennis courts, playground and splash pad. Size: 53 acres Cost: \$14 million		
c.	City of Palatka - Palatka, FL (see above)		
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Master planning and detailed lanscape architecture for City of Palatka Riverfront Park and City Pier Improvements and Revitilization Size: 7 acres Cost: \$9 million		
d.	South Pointe, Washington, PA	2007	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Master planning of mixed use park / residential / research park, public golf course complex, reclaimed regional components. Size: 750 acres Cost: \$1.35 billion		
e.	Fiddler's Creek - Naples, FL		
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Community master planning through detailed landscape architecture, as project manager and designer. Size: 4000 acres and totaling 3500 units Cost: \$1.2 billion		

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER  
**1**

21. TITLE AND LOCATION *(City and State)*

**Storey Drive Community Development District-Interim**

*City of Orlando, Florida*

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
 2021

CONSTRUCTION *(If applicable)*  
 N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Lennar

b. POINT OF CONTACT NAME

Tasha Schmauch

c. POINT OF CONTACT TELEPHONE NUMBER

407-388-8914

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Storey Drive Development District is a 67.84 acre tract in the City of Orlando consisting of 510 commercial dwelling units including single family, townhouse and condominium units. Professional Engineering Services are required on an interim basis for planning, preparing reports and plans, providing contract administration and consulting oversight, and providing designs and specifications for roadways, buffer walls, water and sewer facilities, and stormwater management facilities. Estimated CDD Construction costs of \$10.8 MM.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a. <b>Poulos &amp; Bennett, LLC</b>	<b>Orlando, Florida</b>	<b>Civil Engineer</b>
b. <b>Modica &amp; Associates</b>	<b>Clermont, Florida</b>	<b>Environmental Consultant</b>
c. <b>Allen &amp; Company</b>	<b>Lakeland, Florida</b>	<b>Land Surveyor</b>
d. <b>Redd + Associates, P.A.</b>	<b>Singer Island, Florida</b>	<b>Landscape Architect</b>
e.		
f.		

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> <b>Indigo Community Development District Phase 1</b> <i>City of Daytona Beach</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES 2020 - Current CONSTRUCTION <i>(if applicable)</i> N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER K Hovnanian at Mystic Dunes, LLC	b. POINT OF CONTACT NAME Andre Vidrine	c. POINT OF CONTACT TELEPHONE NUMBER 321-303-0893
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The Indigo Community Development District is an existing CDD to which the Integrated LPGA project was incorporated. The Integrated LPGA development is an approximate 380 acre residential development that consists of 600 residential units. Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. This totals an estimated construction cost of approximately \$25,000,000. Poulos & Bennett serves as the CDD engineer for the Indigo CDD.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME <b>Poulos &amp; Bennett, LLC</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Orlando, Florida</b>	(3) ROLE <b>Civil Engineer</b>
b.	(1) FIRM NAME <b>Allen &amp; Company</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Lakeland, Florida</b>	(3) ROLE <b>Land Surveyor</b>
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <b>3</b>
21. TITLE AND LOCATION <i>(City and State)</i> <b>Indigo Community Development District Phase 2</b> <i>City of Daytona Beach</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES 2021 CONSTRUCTION <i>(if applicable)</i> N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <i>K Hovnanian at Mystic Dunes, LLC</i>	b. POINT OF CONTACT NAME <i>Andre Vidrine</i>	c. POINT OF CONTACT TELEPHONE NUMBER <i>321-303-0893</i>
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The Indigo Community Development District is an existing CDD to which the Integrated LPGA project was incorporated. The Integrated LPGA development is an approximate 380 acre residential development that consists of 600 residential units. Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. This totals an estimated construction cost of approximately \$25,000,000. Poulos & Bennett serves as the CDD engineer for the Indigo CDD.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a. (1) FIRM NAME <b>Poulos &amp; Bennett, LLC</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Orlando, Florida</b>	(3) ROLE <b>Civil Engineer</b>
b. (1) FIRM NAME <b>Allen &amp; Company</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Lakeland, Florida</b>	(3) ROLE <b>Land Surveyor</b>
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM N	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <b>4</b>
21. TITLE AND LOCATION <i>(City and State)</i> <b>Tapestry Community Development District</b> <i>Kissimmee, Florida</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES 2013 - 2017 CONSTRUCTION <i>(If applicable)</i> N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>Mattamy Homes</b>	b. POINT OF CONTACT NAME <b>Keith Trace</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>321-624-3126</b>
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Tapestry Community Development District is a 243 acre residential development. This project consists of 1037 units of single and multi-family homes. Poulos & Bennett served as the interim CDD engineer for the Tapestry CDD. Professional engineering services are required on a continuing basis for civil engineering design, permitting, and construction management for roadway, utility and stormwater infrastructure design with an estimated construction cost of \$19,500,000.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>a. Poulos &amp; Bennett, LLC</b>	<b>Orlando, Florida</b>	<b>Civil Engineer</b>
<b>b.</b>		
<b>c.</b>		
<b>d.</b>		
<b>e.</b>		
<b>f.</b>		

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <b>5</b>
21. TITLE AND LOCATION <i>(City and State)</i> <b>Windward Community Development District</b> <i>Osceola County, FL</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES 2017 - Current CONSTRUCTION <i>(If applicable)</i> N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>K Hovnanian at Mystic Dunes, LLC</b>	b. POINT OF CONTACT NAME <b>Ed Kassik</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>407-452-7871</b>
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The Four Seasons at Orlando is a 127 acre residential development that consists of 469 residential units established as Windward CDD. Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. This totals an estimated construction cost of over \$22,700,000. Poulos & Bennett serves as the CDD engineer for the Windward CDD.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b> (1) FIRM NAME <b>Poulos &amp; Bennett, LLC</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Orlando, Florida</b>	(3) ROLE <b>Civil Engineer</b>
<b>b.</b> (1) FIRM NAME <b>Allen &amp; Company</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Lakeland, Florida</b>	(3) ROLE <b>Land Surveyor</b>
<b>c.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <b>6</b>
21. TITLE AND LOCATION <i>(City and State)</i> <b>Sunbridge Northeast District</b> <i>Osceola County, FL</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES <b>2017</b> CONSTRUCTION <i>(If applicable)</i> <b>N/A</b>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>Tavistock Development</b>	b. POINT OF CONTACT NAME <b>Clint Beaty</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>407-909-9917</b>
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Sunbridge Northeast District is a 19,140 acre mixed use residential and commercial development located in Osceola County, Florida. Project scope includes Master Drainage Plan, Master Utility Plan, Lake Navigation Plan, Civil support design services associated with a new Water and Wastewater Treatment plant, Transportation Corridor Design Studies, Design and Permitting of Utility Transmission mains, Roadways, and Residential and Commercial Developments. The project includes permitting through the following agencies Osceola County, Toho Water Authority, South Florida Water Management District, Army Corp. of Engineers, City of St. Cloud, Florida Department of Environmental Protection. Estimated Construction Cost over \$800,000,000.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME <b>Poulos &amp; Bennett, LLC</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Orlando, Florida</b>	(3) ROLE <b>Civil Engineer</b>
b.	(1) FIRM NAME <b>Allen &amp; Company</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Lakeland, Florida</b>	(3) ROLE <b>Land Surveyor</b>
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <b>7</b>
21. TITLE AND LOCATION <i>(City and State)</i> <b>The Brix (e) at The Packing District</b> <i>Orlando, Florida</i>		22. YEAR COMPLETED PROFESSIONAL SERVICES 2020-Current CONSTRUCTION <i>(If applicable)</i> N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Toll Brothers	b. POINT OF CONTACT NAME Mark McIntosh	c. POINT OF CONTACT TELEPHONE NUMBER 407-345-6006
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The Brix at The Packing District is an 8.47 acre residential development that consists of 135 single family townhouses. Professional engineering services are required for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. Site constructions costs are approximately \$2,700,000.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	<b>Poulos &amp; Bennett, LLC</b>	<b>Orlando, Florida</b>	<b>Civil Engineer</b>
b.	<b>Allen &amp; Company</b>	<b>Lakeland, Florida</b>	<b>Land Surveyor</b>
c.			
d.			
e.			
f.			



<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <b>8</b>
21. TITLE AND LOCATION <i>(City and State)</i> <b>LPGA Project</b> <i>Daytona Beach, Florida</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018-Current	CONSTRUCTION <i>(If applicable)</i> N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER K Hovnanian at Mystic Dunes, LLC	b. POINT OF CONTACT NAME Ed Kassik	c. POINT OF CONTACT TELEPHONE NUMBER 407-452-7871
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

An integrated LPGA single-family residential development within the City of Daytona Beach consisting of approximately 87.12 acres with proposed development of 195 single family homes, Poulos & Bennett provided the professional engineering services including the final master plan, stormwater master plan, master utility plan, master earthworks plan as well as construction phase services.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>a.</b>	<b>Poulos &amp; Bennett, LLC</b>	<b>Orlando, Florida</b>	<b>Civil Engineer</b>
<b>b.</b>	<b>Allen &amp; Company</b>	<b>Lakeland, Florida</b>	<b>Land Surveyor</b>
<b>c.</b>			
<b>d.</b>			
<b>e.</b>			
<b>f.</b>			

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <b>9</b>
21. TITLE AND LOCATION <i>(City and State)</i> <b>Scenic Drive Resort Community</b> <i>Polk County, Florida</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2017-Present	CONSTRUCTION <i>(If applicable)</i> N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Atlantic Blue Capital	b. POINT OF CONTACT NAME John Paccione	c. POINT OF CONTACT TELEPHONE NUMBER 407-619-1099
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

Planning and Engineering services for 300 acre single-family residential subdivision located in Haines City and the Town of Lake Hamilton. The proposed development consists of 1175 lots. Poulos & Bennett processed entitlements as well as prepare master utility and stormwater plans for the overall development. In addition, Poulos & Bennett prepared conceptual site and roadway layouts for the proposed development..

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b> (1) FIRM NAME <b>Poulos &amp; Bennett, LLC</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Orlando, Florida</b>	(3) ROLE <b>Civil Engineer</b>
<b>b.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b> (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER  <b>10</b>
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21. TITLE AND LOCATION <i>(City and State)</i> <b>Storey Park Community Development District</b> <i>Orlando, Florida</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2013 -Current	CONSTRUCTION <i>(If applicable)</i> N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>Lennar Homes</b>	b. POINT OF CONTACT NAME <b>Brock Nicholas</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>407-287-2547</b>
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Storey Park Community Development District is a 1261 acre mixed-use residential and commercial development. Poulos & Bennett serves as the CDD engineer for the Storey Park CDD. Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. Estimated CDD construction cost of \$35,000,000.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a. (1) FIRM NAME <b>Poulos &amp; Bennett, LLC</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Orlando, Florida</b>	(3) ROLE <b>Civil Engineer</b>
b. (1) FIRM NAME <b>Modica &amp; Associates</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Clermont, Florida</b>	(3) ROLE <b>Environmental Consultant</b>
c. (1) FIRM NAME <b>Redd + Associates</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Orlando, Florida</b>	(3) ROLE <b>Landscape Architect</b>
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

**G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)											
		1	2	3	4	5	6	7	8	9	10		
Jamie Poulos, PE	Principal-In-Charge	X	X	X	X	X	X	X	X	X	X	X	X
Darin Lockwood, PE, NCEES	Project Manager	X							X	X			
Stephen Saha, PE	Senior Engineer	X				X		X					X
James Rickman	Land Surveyor	X	X	X		X	X			X	X		
Frank Baynham	Landscape Architect	X											X
Darla Miller	Environmental Consultant	X			X	X		X					X

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Storey Drive Community Development District	6	Sunbridge Northeast District
2	Indigo Community Development District - Phase 1	7	The Brix e at The Packing District
3	Indigo Community Development District - Phase 2	8	LPGA Project
4	Tapestry Community Development District	9	Scenic Drive Resort Community
5	Windward Community Development District	10	Storey Park Community Development District

**H. ADDITIONAL INFORMATION**

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

**4) WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS**

A key to successful execution of a complex project is understanding the regulatory process, developing a strategic, comprehensive project schedule and managing tasks to that schedule. When approaching projects, Poulos & Bennett is a schedule-focused company that develops comprehensive project schedules outlining the regulatory process, milestones and critical paths to achieve the desired outcome. These schedules help provide an overall "road map" that actively guides the design, development, and permitting of the overall engineering services for Storey Drive CDD. This approach supports the project management system from start to finish. A well-managed and maintained project schedule enables the design and permitting to proceed more effectively and efficiently. Poulos & Bennett prides itself on developing, implementing and managing complex comprehensive project schedules to the direct benefit of our clients.

Doing much of our work in the private sector has required us to be extremely sensitive to costs and budgets, and to especially understand the need for clear schedules to which we strongly adhere. To enhance our firm's services, we have established a Development Services group, one of whose primary functions is to provide cost estimates to our clients. We do this continuously from very early planning level estimates in the Due Diligence stages of project development and programming, to the final bid and award stages of project implementation wherein we estimate bids in great detail in preparation for evaluating contractor bids.

The Poulos & Bennett team has the experience, and workload capacity to carry out the Engineering Services necessary for the success of the Storey Drive CDD. Our staff of 64 team members, including 30 engineers, 5 planners, 6 CAD designers, 6 development services personnel, and 10 highly valuable support staff, are all located in our Orlando Office. Regarding our past performance, Poulos & Bennett is serving and has served as CDD engineers for multiple projects in Volusia County. We have extensive proven expertise in all facets of analysis, design and permitting that will be undertaken within engineering services for the Storey Drive CDD.

**5) CERTIFIED MINORITY BUSINESS ENTERPRISE**

Poulos & Bennett, LLC is not a certified Minority Business Enterprise.

**6) RECENT, CURRENT AND PROJECTED WORKLOADS**

As previously stated, the Poulos & Bennett team has the experience, and workload capacity to begin immediately carrying out the Engineering Services necessary for the success of the Storey Drive Community Development District. Our highly experienced local staff is poised and ready to take ownership of the project and possesses a long-term interest in the success of this new district. See below a current project matrix of our designated Principal-In-Charge and Project Manager:

PROJECT LEADS	RECENT, CURRENT AND PROJECTED WORKLOADS
<p align="center"><b>Jamie Poulos</b> Principal-In-Charge</p>	<p>Sunbridge Storey Drive Indigo CDD Tapestry Parcel 2</p>
<p align="center"><b>Darin Lockwood</b> Project Manager</p>	<p>Storey Drive Sorrento Pines</p>

**7) VOLUME OF WORK PREVIOUSLY AWARDED TO CONSULTANT BY DISTRICT**

Poulos & Bennett, LLC has never previously been awarded any volume of work by Osceola CDD.

31. SIGNATURE



32. DATE

7/8/2021

33. NAME AND TITLE

**Jamie Poulos, PE – Principal-In-Charge**

# ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

## PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME <b>Poulos &amp; Bennett, LLC</b>			3. YEAR ESTABLISHED <b>2011</b>	4. DUNS NUMBER <b>944868202</b>
2b. STREET <b>2602 E. Livingston St.</b>			5. OWNERSHIP	
2c. CITY <b>Orlando</b>	2d. STATE <b>FL</b>	2e. ZIP CODE <b>32803</b>	a. TYPE <b>Limited Liability Corporation</b>	
6a. POINT OF CONTACT NAME AND TITLE <b>Jamie T. Poulos, PE – Principal-In-Charge</b>			b. SMALL BUSINESS STATUS <b>541310</b>	
6b. TELEPHONE NUMBER <b>(407) 487-2594</b>		6c. E-MAIL ADDRESS <b>jpoulos@poulosandbennett.com</b>		
8a. FORMER FIRM NAME(S) (If any) <b>PoulosBrown, LLC</b>			8b. YR. ESTABLISHED <b>2009</b>	8c. DUNS NUMBER <b>944868202</b>

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index
		(1) FIRM	(2) BRANCH			
02	Administrative	10		C05	Childcare/Development Facilities	1
08	CADD Technician	6		C06	Churches; Chapels	2
12	Civil Engineer	30		C10	Commercial Building; Shopping Ctrs	5
16	Construction Manager	6		C15	Construction Management	6
47	Planner: Urban/Regional	5		E02	Educational Facilities; Classrooms	1
				E12	Environmental Remediation	1
				H07	Highways; Streets; Parking Lots	6
				H09	Hospital & Medical Facilities	4
				H10	Hotels; Motels	4
				H11	Housing (Residential, Multi, Apts.)	8
				P05	Planning (Community, Regional, Area wide, and State)	1
				P06	Planning (Site, Installation, and Project)	3
				P12	Power Generation, Transmission	5
				R04	Recreation Facilities (parks, Etc.)	1
				S04	Sewage Collection, Treatment, and Disposal	2
				S10	Surveying; Platting; Mapping; Flood Plain Studies	2
				S13	Stormwater Handling and Facilities	1
				W03	Water Supply; Treatment and Distribution	2
	Other Employees	7		Z01	Zoning; Land use Studies	2
<b>Total</b>		<b>64</b>				

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	N/A	1. Less than \$100,000	6. \$2 million to less than \$5 million	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million
b. Non-Federal Work	8	3. \$250,000 to less than \$500,000	9. \$25 million to less than \$50 million	10. \$50 million or greater	
c. Total Work	8	4. \$500,000 to less than \$1 million			
		5. \$1 million to less than \$2 million			

## 12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE <b>7/8/2021</b>
c. NAME AND TITLE <b>Jamie T. Poulos - Principal</b>	

# SECTION VI

# SECTION A



# SECTION 1

**RESOLUTION 2021-19**

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

**WHEREAS**, the Storey Drive Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Orlando, Orange 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**, 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 to replace those Rules of Procedure previously adopted by the District; 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 STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The attached Rules of Procedure are hereby adopted. These Rules of Procedure 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*, and shall replace and supersede any previously adopted Rules of Procedure.

**SECTION 2.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of July, 2021.

ATTEST:

**STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name:  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

**Exhibit A:** Rules of Procedure

**RULES OF PROCEDURE  
STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF \_\_\_\_\_, 2021**

**TABLE OF CONTENTS**

Rule 1.0	General.....	2
Rule 1.1	Board of Supervisors; Officers and Voting. ....	3
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination. ....	7
Rule 1.3	Public Meetings, Hearings, and Workshops. ....	10
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse.....	15
Rule 2.0	Rulemaking Proceedings. ....	16
Rule 3.0	Competitive Purchase. ....	22
Rule 3.1	Procedure Under the Consultants' Competitive Negotiations Act. ....	27
Rule 3.2	Procedure Regarding Auditor Selection. ....	31
Rule 3.3	Purchase of Insurance. ....	35
Rule 3.4	Pre-qualification.....	37
Rule 3.5	Construction Contracts, Not Design-Build. ....	42
Rule 3.6	Construction Contracts, Design-Build. ....	46
Rule 3.7	Payment and Performance Bonds. ....	51
Rule 3.8	Goods, Supplies, and Materials. ....	52
Rule 3.9	Maintenance Services. ....	56
Rule 3.10	Contractual Services. ....	59
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.....	60
Rule 4.0	Effective Date. ....	63

**Rule 1.0      General.**

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

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

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

**Rule 1.1 Board of Supervisors; Officers and Voting.**

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

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

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

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

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

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

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

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



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

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
  - (a) Agenda packages for prior 24 months and next meeting;
  - (b) Official minutes of meetings, including adopted resolutions of the Board;
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports;
  - (f) Adopted disclosure of public financing;
  - (g) Limited Offering Memorandum for each financing undertaken by the District;
  - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i) District policies and rules;
  - (j) Fiscal year end audits; and
  - (k) Adopted budget for the current fiscal year.

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

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

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

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

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

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

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

**Law Implemented:** §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

**Rule 1.3 Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 940-5850. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

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

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

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

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

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



**Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse**

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

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

**Rule 2.0 Rulemaking Proceedings.**

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

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

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

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

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

- (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) 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 \_\_\_\_\_, 2021, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

## **SECTION B**

# SECTION 1

**RESOLUTION 2021-20**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Storey Drive Community Development District (“District”) was established pursuant to the provisions of Chapter 190, *Florida Statutes*, which authorizes the District to levy certain assessments that include benefit and maintenance assessments, and further authorizes the District to levy special assessments pursuant to Chapters 170 and 197, *Florida Statutes*, for the acquisition, maintenance, construction, or reconstruction of assessable improvements authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the above referenced assessments are non-ad valorem in nature and, therefore, may be levied and collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments (“Uniform Method”); and

**WHEREAS**, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Orange County for four (4) consecutive weeks prior to such hearing; and

**WHEREAS**, the District has held a public hearing pursuant to Section 197.3632, *Florida Statutes*, and received testimony from the public and landowners regarding the use of the Uniform Method; and

**WHEREAS**, the District desires to use Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, for special assessments, including benefit and maintenance assessments, over the lands described in **Exhibit A**.

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

**SECTION 1.** The Storey Drive Community Development District, upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its intent to use the Uniform Method of collecting assessments imposed by the

District as provided in Chapters 170 and 190, *Florida Statutes*, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, *Florida Statutes*, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the Uniform Method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the Uniform Method for that year is in the best interests of the District.

**SECTION 2.** This Resolution shall become effective upon its passage and the District's Secretary is authorized and directed to provide the Property Appraiser and Tax Collector of Osceola County and the Department of Revenue of the State of Florida with a copy of this Resolution.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of July, 2021.

ATTEST:

**STOREY DRIVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

\_\_\_\_\_  
Print Name

**Exhibit A:** Legal Description

# SECTION C

# SECTION 1

**RESOLUTION 2021-21**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEARS BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021 AND BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has submitted to the Board of Supervisors (the “Board”) a proposed budget for the Fiscal Years 2020/2021 & 2021/2022 along with an explanatory and complete financial plan for each fund of the Storey Drive Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, prior to the adoption of the proposed annual budgets (the “Proposed Budgets”), the District filed a copy of the Proposed Budgets with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

**WHEREAS**, the Board set July 15, 2021, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, the District Manager posted the Proposed Budgets on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1<sup>st</sup> of each year, the District Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the current and ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budgets, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

**Section 1. Budget**

- a.** That the Board of Supervisors has reviewed the District Manager’s Proposed Budgets, a copy of which is on file with the office of the District Manager and at the



District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. That the District Manager's Proposed Budget, attached hereto as Exhibit "A," as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2021 and/or revised projections for Fiscal Year 2022.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for the Storey Drive Community Development District for the Fiscal Years Ending September 30, 2021 and September 30, 2022," as adopted by the Board of Supervisors on July 15, 2021.
- d. The final adopted budgets shall be posted by the District Manager on the District's official website within thirty (30) days after adoption.

## **Section 2. Appropriations**

There is hereby appropriated out of the revenues of the Storey Drive Community Development District, for the fiscal year beginning October 1, 2020, and ending September 30, 2021, and for the fiscal year beginning October 1, 2021, and ending September 30, 2022, the sums of \$ \_\_\_\_\_ and \$ \_\_\_\_\_ from the General Fund, to be funded by a Developer Funding Agreement, raised by the levy of assessments, or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year.

## **Section 3. Supplemental Appropriations**

Pursuant to Section 189.418(6), Florida Statutes, the following provisions govern amendments to the budget(s) for any particular fund(s) listed above:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.418 of the Florida Statutes, among other applicable laws.

Introduced, considered favorably, and adopted this 15<sup>th</sup> day of July, 2021.

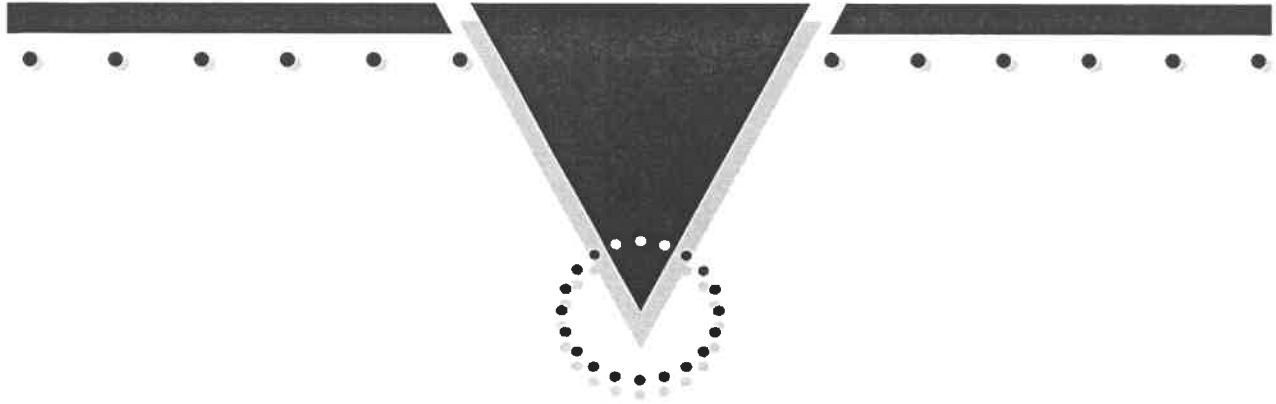
ATTEST:

**STOREY DRIVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Fiscal Year 2020/2021 and 2021/2022 Budgets



**Storey Drive  
Community Development District**

**Proposed Budget  
FY 2021-2022**



# Table of Contents

1 General Fund

2-4 General Fund Narrative

# Storey Drive

## Community Development District

**Fiscal Year 2021-2022**  
**General Fund**

Proposed Budget FY2021*	Proposed Budget FY2022
-------------------------------	------------------------------

**Revenues**

Developer Contributions	\$51,630	\$117,118
<b>Total Revenues</b>	<b>\$51,630</b>	<b>\$117,118</b>

**Expenditures**

*Administrative*

Supervisor Fees	\$5,000	\$12,000
FICA Expense	\$383	\$918
Engineering	\$5,000	\$12,000
Attorney	\$10,417	\$25,000
Dissemination	\$0	\$3,500
Arbitrage	\$0	\$450
Annual Audit	\$0	\$2,500
Trustee Fees	\$0	\$5,000
Assessment Administration	\$0	\$5,000
Management Fees	\$14,583	\$35,000
Information Technology	\$438	\$1,050
Website Creation	\$1,750	\$0
Website Maintenance	\$250	\$600
Telephone	\$125	\$300
Postage	\$417	\$1,000
Printing & Binding	\$417	\$1,000
Insurance	\$2,025	\$5,000
Legal Advertising	\$10,000	\$5,000
Other Current Charges	\$417	\$1,000
Office Supplies	\$260	\$625
Dues, Licenses & Subscriptions	\$150	\$175

<b>Total Expenditures</b>	<b>\$51,630</b>	<b>\$117,118</b>
---------------------------	-----------------	------------------

<b>Excess Revenues/(Expenditures)</b>	<b>\$0</b>	<b>\$0</b>
---------------------------------------	------------	------------

\*FY2021 expenses have been prorated for 5 months of the fiscal year.

**Storey Drive**  
**Community Development District**  
GENERAL FUND BUDGET

**REVENUES:**

*Developer Contributions*

The District will enter into a funding agreement with the developer to fund the general fund expenditures for the fiscal year.

---

**EXPENDITURES:**

**Administrative:**

*Supervisor Fees*

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. Amount is based on 5 supervisors attending 12 meetings during the fiscal year.

*FICA Expense*

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

*Engineering*

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc.

*Attorney*

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

*Dissemination*

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.

*Arbitrage*

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on any bonds the District may issue.

*Annual Audit*

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

**Storey Drive**  
**Community Development District**  
GENERAL FUND BUDGET

Trustee Fees

The District will pay annual trustee fees for any bonds it may issue.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Management Fees

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, budget preparation, all financial reporting, annual audit, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Creation

Represents cost to create the initial District website and ensure District meets ADA compliance guidelines.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Insurance

The District's general liability and public officials liability insurance coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

**Storey Drive**  
**Community Development District**  
GENERAL FUND BUDGET

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.



# SECTION D

# SECTION 1

Storey Drive  
Community Development District  
**ENGINEER'S REPORT**

**Prepared For**  
Storey Drive Community Development District

**Date**  
May 5th, 2021



2602 East Livingston Street | Orlando, Florida 32803 | Tel: 407.487.2594 | [www.poulosandbenett.com](http://www.poulosandbenett.com)  
FBPE Certificate of Authorization No. 28567

# Storey Drive Community Development District

## ENGINEER'S REPORT FOR CAPITAL IMPROVEMENTS

### City of Orlando, Florida

**Prepared For:**

Storey Community Development District

**Date:**

May 5th, 2021



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## TABLE OF CONTENTS

<b><i>Section 1</i></b>	<b><i>Introduction</i></b> 1.1 Background 1.2 Location & General Description 1.3 District Purpose and Scope 1.4 Description of Land Use
<b><i>Section 2</i></b>	<b><i>Government Actions</i></b>
<b><i>Section 3</i></b>	<b><i>Infrastructure Benefit</i></b>
<b><i>Section 4</i></b>	<b><i>Capital Improvement Plan</i></b>
<b><i>Section 5</i></b>	<b><i>Description of Capital Improvement Plan</i></b> 5.1 Roadway Improvements 5.2 Stormwater Management 5.3 100-Year Floodplain 5.4 Master Infrastructure 5.4.1 Primary Roadways 5.4.2 Potable Water Distribution System 5.4.3 Wastewater System 5.4.4 Landscape and Hardscape 5.4.5 Electrical Distribution and Street Lighting 5.5 Professional and Inspection Fees
<b><i>Section 6</i></b>	<b><i>Ownership &amp; Maintenance</i></b>
<b><i>Section 7</i></b>	<b><i>Roadway Rights-of-Way, Stormwater Management Ponds &amp; Other Open Spaces</i></b>
<b><i>Section 8</i></b>	<b><i>Estimate of Probable Capital Improvement Costs</i></b>
<b><i>Section 9</i></b>	<b><i>Conclusions and Summary Opinion</i></b>

**Storey Drive Community Development District  
Engineer's Report for Capital Improvements**

**Appendices**

<i>Exhibit 1</i>	<i>Location Map</i>
<i>Exhibit 2</i>	<i>Vicinity Map</i>
<i>Exhibit 3</i>	<i>District Boundary Map/ Sketch &amp; Legal Description of District Boundary</i>
<i>Exhibit 4</i>	<i>Lennar Owned Property Map</i>
<i>Exhibit 5</i>	<i>Post-Development Basin Map</i>
<i>Exhibit 6</i>	<i>FEMA 100-Year Floodplain</i>
<i>Exhibit 7</i>	<i>Potable Water Distribution System Map</i>
<i>Exhibit 8</i>	<i>Wastewater System Map</i>
<i>Exhibit 9</i>	<i>Future Land Use Plan</i>
<i>Exhibit 10</i>	<i>Future Public &amp; Private Uses within CDD</i>
<i>Exhibit 11</i>	<i>Estimate of Probable Capital Improvement Costs</i>
<i>Exhibit 12</i>	<i>Conceptual Site Plans with Assessment Area Exhibit</i>

# Storey Drive Community Development District Engineer's Report for Capital Improvements

## *Section 1 Introduction*

### *1.1 Background*

The Engineer's Report for Capital Improvements (the "Report") for the Storey Drive Community Development District (the "District") has been prepared to assist with financing and construction of the capital improvements contemplated to be constructed, acquired and/or installed within the District or outside of the District (the "Capital Improvement Plan") pursuant to requirements of the City of Orlando, Florida.

Capital Improvements reflected in the Report represent the current Capital Improvement Plan for the District. Many of the necessary regulatory approvals have been obtained for the Development (hereinafter defined). The remaining permits necessary to complete the Development are expected to be obtained during the normal design and permitting processes. We are confident that the balance of the required permits are obtainable as needed. For reference, a permit matrix for the Development is included herein. The implementation of any improvements discussed in this plan requires the final approval by many regulatory and permitting agencies as outlined in Section 2 below. This report, therefore, may be amended from time to time.

Cost Estimates contained in this report have been prepared based on the best available information at this time. The actual costs of construction, final engineering design, planning, approvals and permitting may vary from the cost estimates presented.

### *1.2 Location and General Description*

The land for the District is located entirely within the boundaries of The City of Orlando (the "City") and is not contiguous to any other City or municipality. **Exhibit 1**, attached hereto, depicts the general location of the District within the City of Orlando, Florida. The proposed District covers approximately 67.84 acres of land, more or less. The metes and bounds description of the proposed external boundaries of the District is set forth in **Exhibit 3** attached hereto.

The Storey Drive Community Development District (the "District") encompasses the Development and includes approximately 67.84 acres of land, more or less (see Exhibits 3 and 10).

### *1.3 District Purpose and Scope*

The District was established for the purpose of financing, acquiring or constructing, maintaining and operating a portion of the public infrastructure necessary for community development within the District. The purpose of this report is to provide a description of the public infrastructure improvements to be financed by the District. The District will finance, acquire and/or, construct, operate, and maintain certain public infrastructure improvements that are needed to serve the Development. A portion of the infrastructure improvements will be financed with the proceeds of bonds issued by the District.

The proposed public infrastructure improvements, as outlined herein, are necessary for the development of the District as required by the applicable independent unit of local government.

### *1.4 Description of Land Use*

The lands within the District encompass approximately 67.84 acres. The current development plan for the proposed lands within the District includes approximately 510 commercial dwelling units (including a mixture of condominium, townhome and single-family home units, with appropriate code-consistent parking). The authorized uses for the land included within the District are consistent with the City of Orlando Comprehensive Land Use Plan (the "City Comprehensive Plan").

**Storey Drive Community Development District  
Engineer's Report for Capital Improvements**

The approved land uses within the District include the following areas. Exhibits included herein provide detail on land use locations and the development program.

<b>Proposed Development</b>	<b>Approximate Acres</b>
Private	37.67
Stormwater	12.06
Open Space	5.32
Roads & Utility Tracts	12.79
Total Acres	67.84

**Section 2 Government Actions**

The following are the permitting agencies that will have jurisdiction for approval of construction within the District. Depending on the location and scope of each project design, the individual permits that need to be obtained will need to be evaluated; not all will necessarily apply to every sub-phase within the District.

Permitting Agencies & Permits Required

1. City of Orlando
  - a. SPMP
  - b. Mass Grading (optional)
  - c. Site Development Plan
  - d. Final Plat
2. South Florida Water Management District (SFWMD)
  - a. Environmental Resource Permit
    - i. Mass Grading/Master Stormwater Construction
    - ii. Final Engineering for Onsite Improvements
  - b. Water Use Permit (Dewatering)
    - i. Mass Grading/Master Storm
    - ii. Final Engineering for Onsite Improvements
3. Orlando Utilities Commission Water (OUC)
  - a. Final Engineering Construction Plans –Water and Irrigation Systems
4. Orange County Utilities (OUC)
  - a. Gravity Sewer Lines and Pump Station with Onsite and Offsite Force Main
5. Florida Department of Environmental Protection (FDEP)
  - a. Water Distribution System
  - b. Sanitary Sewer Collection and Transmission System
  - c. National Pollutant Discharge Elimination System (NPDES)
6. Army Corp of Engineers
7. Florida Fish and Wildlife Conservation Commission (FWC)



**Storey Drive Community Development District  
Engineer's Report for Capital Improvements**

***Section 3      Infrastructure Benefit***

The District will fund, and in certain cases maintain and operate public infrastructure yielding two types of public benefits. These benefits include:

- Project wide public benefits
- Incidental public benefits

The project wide public benefits are provided by infrastructure improvements that serve all lands in the District. These public infrastructure improvements include construction of the master stormwater management system, the sanitary sewer, potable water, and reclaimed water mains, roadway network, offsite roadway and utility improvements, perimeter landscape and irrigation improvements within the District boundary. However, some incidental public benefits include those benefits received by the general public who do not necessarily reside on land owned or within the District.

The proposed capital improvements identified in this report are intended to provide specific benefit to the assessable real property within the boundaries of the District. As much of the property is currently undeveloped, the construction and maintenance of the proposed infrastructure improvements are necessary and will benefit the property for the intended use as a residential community. The District can construct, acquire, own, operate and/or maintain any or all of the proposed infrastructure. The Developer or other party/parties will construct and fund the infrastructure outside of the District and/or not funded by the District.

***Section 4      Capital Improvement Plan***

The District capital improvements will connect and interact with the adjacent offsite roads, stormwater management systems, potable water, reclaimed water, and sewer systems. The proposed infrastructure improvements addressed by this Report include elements internal and external to the District. The elements include the master stormwater management and drainage systems, roadway improvements, landscaping, street lighting, pavement markings and signage, as well as potable watermain, reclaimed watermain and sewer extensions required to provide utility service to the District. Detailed descriptions of the proposed capital improvements are provided in the following sections and Exhibits 5 through 10. Exhibit 11, details the Cost Opinion for the District's capital improvement plan.

The Improvement Plan will be constructed and financed in logical segments, as property within the District is developed by the Developer. The District anticipates issuing multiple series of bonds to fund all or a portion of the Capital Improvement Plan.

**Storey Drive Community Development District  
Engineer's Report for Capital Improvements**

**Section 5      *Description of Capital Improvement Plan***

***5.1 Roadway Improvements***

As indicated above, the District will fund roadway construction internal to the District consisting of local roadways. Exhibit 4, Roadway Ownership Map, provides a graphical representation of the proposed improvements. All such local roadways will be open to the public.

***5.2 Stormwater Management***

As indicated above, the District will fund the construction of the master stormwater management system for the lands within the District. This system is made up of wet detention stormwater treatment ponds, control structures, spreader swales, inlets, manholes and storm pipes. The proposed ponds and outfall structures have been designed to provide water quality treatment and attenuation in accordance with City of Orlando and the South Florida Water Management District regulations. The stormwater management system has been designed to accommodate on-site runoff in addition to offsite flows which have historically entered the project site. Exhibit 5, Post-Development Basin Map provide graphical representations of the proposed stormwater management system.

***5.3 100-Year Floodplain***

Pursuant to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) panels 12095C0405F dated September 25, 2009, This site is predominantly within Zone X that is defined as "Areas of minimal or no flooding". A portion of the site along the surrounding canal system is within Zone AE, with determined base flood elevations.. Exhibit 6, FEMA 100-Year Floodplain details the floodplain limits relative to the District boundaries.

The lack of FEMA FHA does not preclude of any Jurisdiction having permitting authority from requiring the establishment of Base Flood Elevations (BFE) nor to avoid measures resulting from any filled areas below the BFE which will require mitigation in the form of a volume-for-volume match between BFE impacts and compensating storage.

***5.4 Master Infrastructure***

***5.4.1 Primary Roadways***

The primary roadway improvements include approximately 995 linear feet of road and will define the major ingress and egress points throughout the Development as well as serve as the collector roads to support future residential development. The roadways will also serve as locations for the placement of utility infrastructure needed to serve the development of the project, see Exhibit 4.

***5.4.2 Potable Water Distribution System***

The District will fund the construction of the water distribution system within the District and those portions required to connect to existing or proposed offsite facilities. The potable water system will be conveyed to, and owned and maintained by OUC once it has been certified complete. The main sizing within the District, sized to provide water to residents of the District, will be required to be designed and constructed based on the Master Utility Plan (MUP). Exhibit 7, Potable Water Distribution System Map, provides a graphical representation of the water mains to be constructed within the District.

## **Storey Drive Community Development District Engineer's Report for Capital Improvements**

### ***5.4.3 Wastewater System***

The District will fund the construction of the gravity sewer, force main, and lift station infrastructure within the District and those portions required to connect to existing or proposed offsite facilities. The wastewater system will be conveyed to, and owned and maintained by OCU once it has been certified complete by the District. The main sizing and lift stations within the District, sized to provide wastewater service to the residents of the District, will be required to be designed and constructed based on the MUP. Exhibit 8, Wastewater System Map, provides a graphical representation of the proposed system within the District.

### ***5.4.4 Landscape & Hardscape***

The landscaping and irrigation of the primary roadways will provide the "first impression" of the Development. The District will fund landscape and hardscape construction and maintenance within common areas which may include perimeter landscape buffers, master signage, way finding signage, entry hardscape features, entry landscape, amenity area landscape and hardscape, pedestrian/multi-purpose trails, and street trees. The District will own and maintain foregoing improvements.

### ***5.4.5 Electrical Distribution and Street Lights***

Most, if not all, District constructed Master Infrastructure will include underground electric and street lighting. The street lighting system will be constructed in cooperation with Osceola County, Duke Energy and the Developer. The District will fund the cost to trench the underground installation only. Leasing and monthly service charges associated with the upgraded street lighting fixtures along District owned and maintained roadways within the District are the responsibilities of others. Duke Energy and the appropriate community entity will own and maintain the electric and street light infrastructure.

### ***5.5 Professional and Inspection Fees***

Design, permitting and construction for the proposed District Capital Improvement Plan, professional services are required by various consultants. The consultants required are: civil engineer, geotechnical, planner, environmental, surveying, and landscape architect. During construction, the various permitting agencies will observe and inspect the project. Each of the agencies will charge an inspection fee to cover the costs associated with an inspector visiting the site to observe construction progress and confirm that the project is constructed in accordance with their respective approved plans, permits, rules, and regulations. The Professional Services and Inspections Fees are included as Soft Costs for the District Capital Improvement Plan.

**Storey Drive Community Development District  
Engineer's Report for Capital Improvements**

***Section 6 Ownership and Maintenance***

Proposed District Capital Improvements Plan	Ownership	Maintenance
Onsite Roadway & Alley Improvements	City/District	City/District
Offsite Roadway Improvements	County	County
Master Stormwater Management System	District	District
Potable Water Distribution System	OUC	OUC
Sanitary Sewer System	OCU	OCU
Landscaping, Irrigation and Signage	District	District
Electrical Distribution & Street Lights	Duke Energy/District	Duke Energy/District

***Section 7 Roadway Rights-of-Way, Stormwater Management Ponds and Other Open Spaces***

Real property interests for lands within the District needed for construction, operation, and maintenance of District facilities will be conveyed and/or dedicated by the owner thereof to the District or other Public entity at no cost.

***Section 8 Estimate of Probable Capital Improvement Costs***

The Estimate of Probable Capital Improvement Plan Costs is provided in Exhibit 11. Design costs associated with the improvements herein before described have been estimated based on the best available information. Other soft costs include portions of the wetland/permit surveying, design and engineering for all of the described work, regulatory permitting and materials testing. Last, a reasonable project contingency estimate has been included utilizing rounding factors.

Please note that the costs are preliminary in nature and subject to change based on final engineering, permitting, and changes in construction cost due to market fluctuation.

***Section 9 Conclusions and Summary Opinion***

The Capital Improvement Plan as described are necessary for the functional development of the property within the District as required by the applicable local governmental agencies. The planning and design of the infrastructure will be in accordance with current governmental regulatory requirements. The public infrastructure as described in this Report will serve its intended function provided the construction is in substantial compliance with the future design and permits which will be required by the District. In addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on the proposed bonds, the District will levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District, for the purpose of defraying the cost and expenses of maintaining District-owned improvements.

The construction costs for the District's Capital Improvement Plan in this report are based on the concept plans for the District as currently proposed. In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the District are reasonable to complete the construction of the infrastructure improvements described herein. All of the proposed infrastructure Capital Improvement Plan

**Storey Drive Community Development District  
Engineer's Report for Capital Improvements**

costs are public improvements or community facilities as set forth in sections 190.012(1) and (2) of the Florida Statutes.

The summary of probable infrastructure construction costs is only an opinion and not a guaranteed maximum price. Historical costs, actual bids and information from other professionals or contractors have been used in the preparation of this report. Contractors who have contributed in providing the cost data included in this report are reputable entities with experience in Central Florida. It is therefore our opinion that the construction of the proposed District Capital Improvement Plan can be completed at the costs as stated.

The labor market, future costs of equipment and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion.

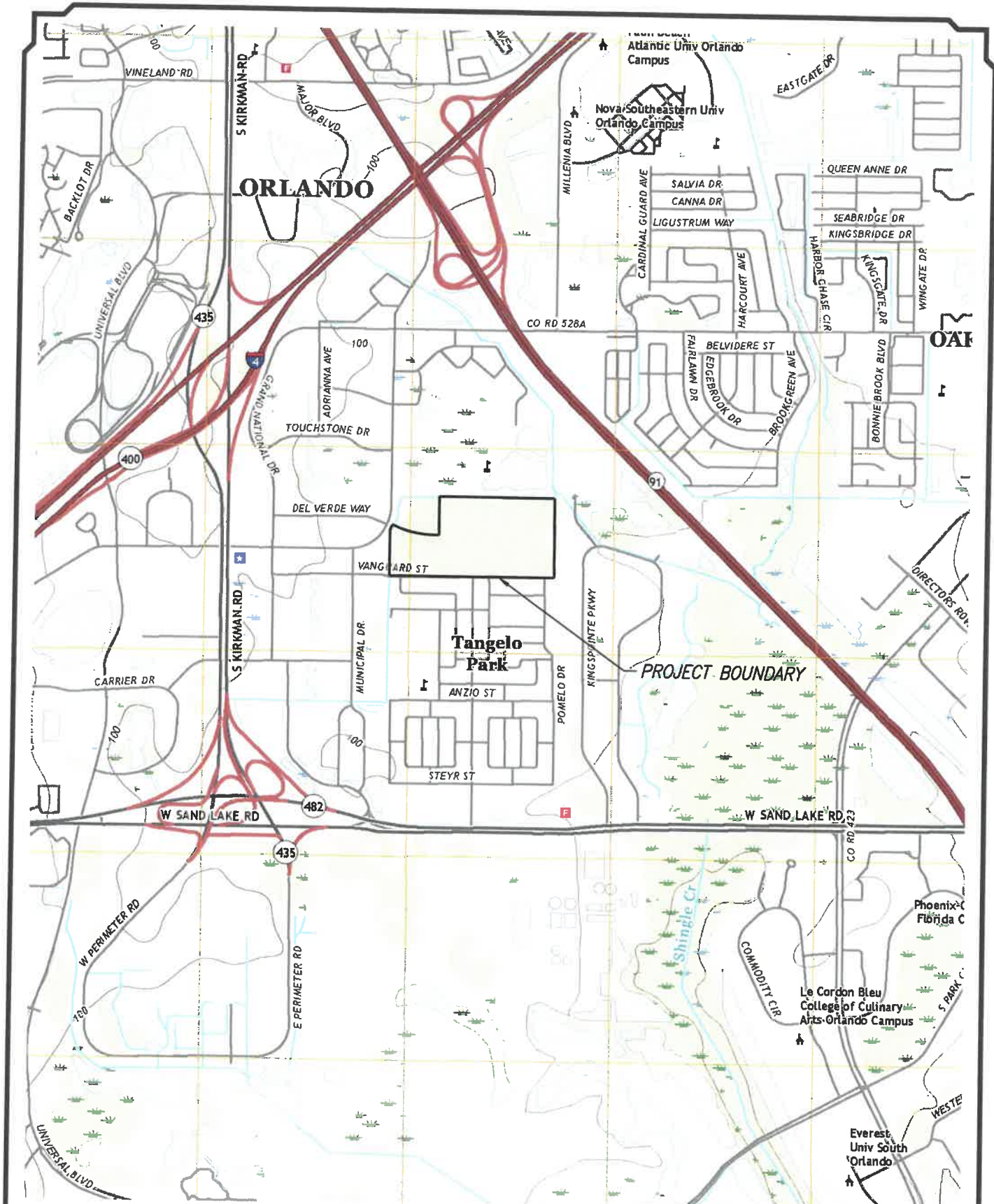
**As District Engineer:  
Poulos & Bennett, LLC**



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Darin A. Lockwood, P. E., NCEES  
State of Florida Professional Engineer No. 63504

# **Appendix**



Location Map

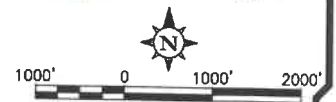
# Storey Drive CDD

**POULOS & BENNETT**

April 26, 2021  
P & B Job No: 19-060

2602 E. Livingston St.  
Orlando, Florida 32803-407.487.2594

www.poulosandbennett.com  
Certificate of Authorization No. 28367

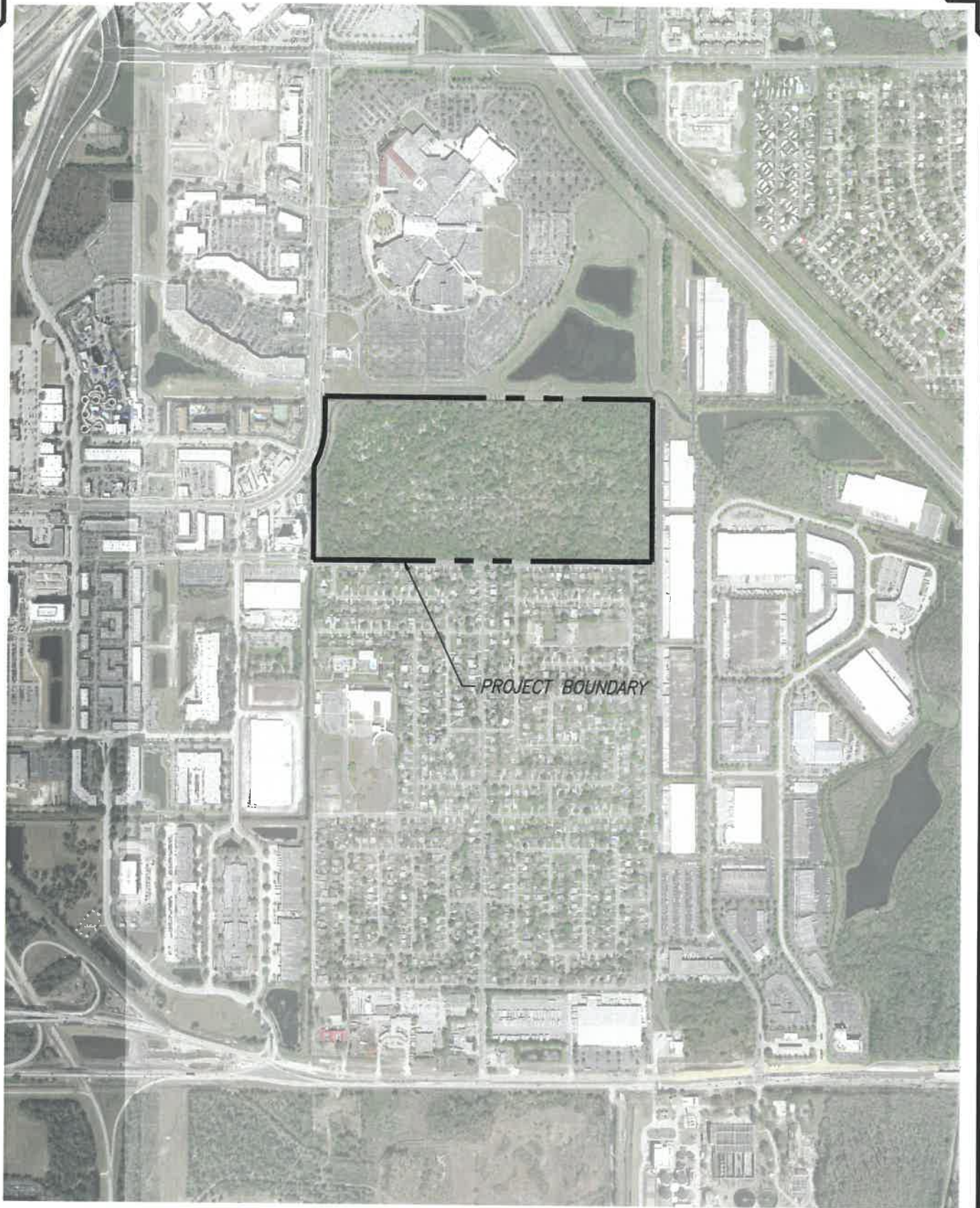


SCALE IN FEET

Exhibit 1

Z:\2019\19-060 LDMAR - INTERNATIONAL DRIVE, CDD'S & PHS\CDD EXHIBITS\EXHIBIT 1 - LOCATION MAP





PROJECT BOUNDARY

Vicinity Map

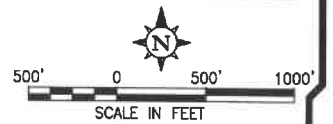
# Storey Drive CDD

April 26, 2021  
P & B Job No.: 19-060

2602 E. Livingston St.  
Orlando, Florida 32803 407.487.2394

**POULOS & BENNETT**

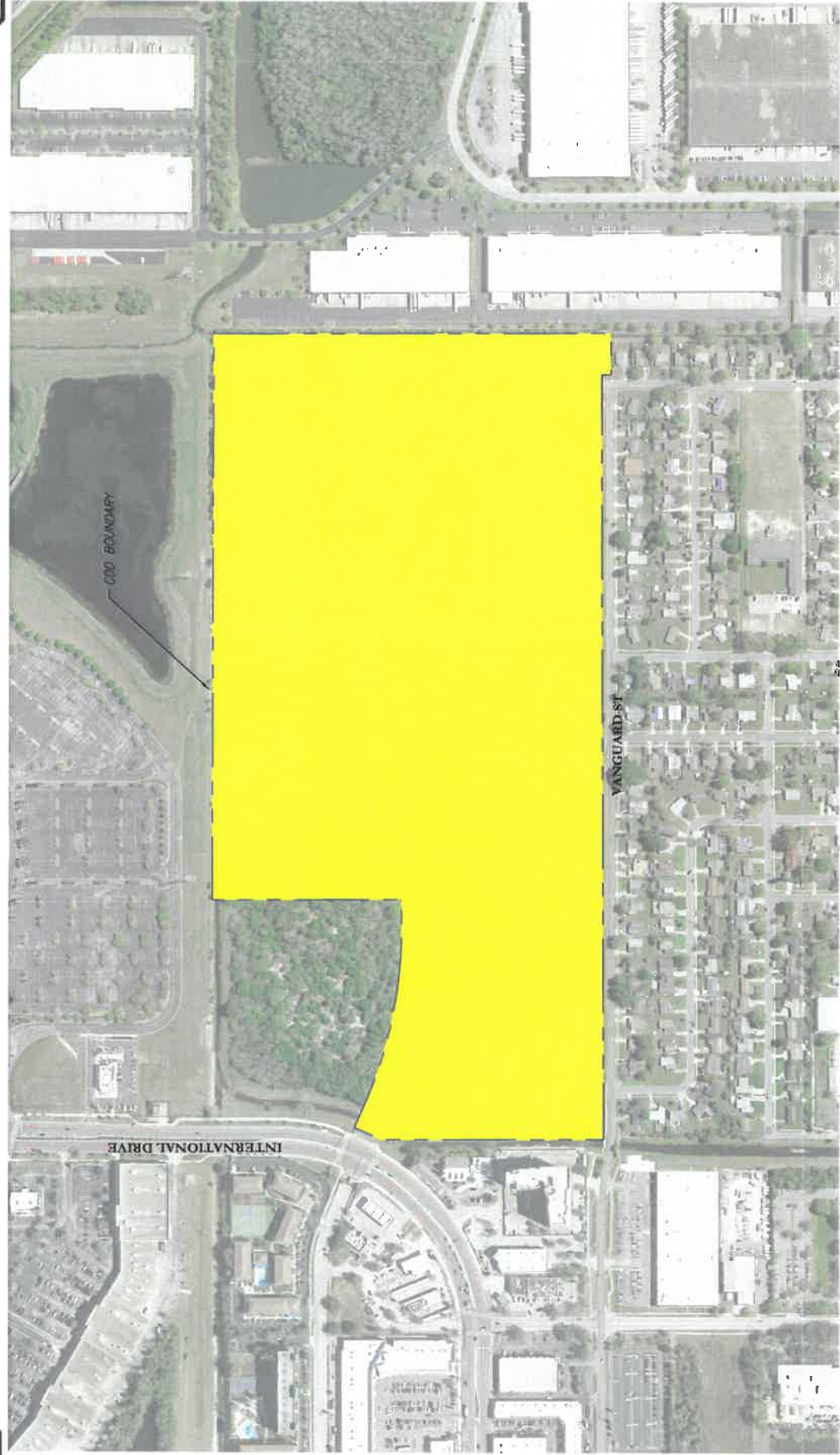
www.poulosandbenett.com  
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SCALE IN FEET







150' 0 150' 300'  
SCALE IN FEET

Exhibit 4

CDD BOUNDARY

VANGUARD ST

Lennar Owned Property

### Storey Drive CDD

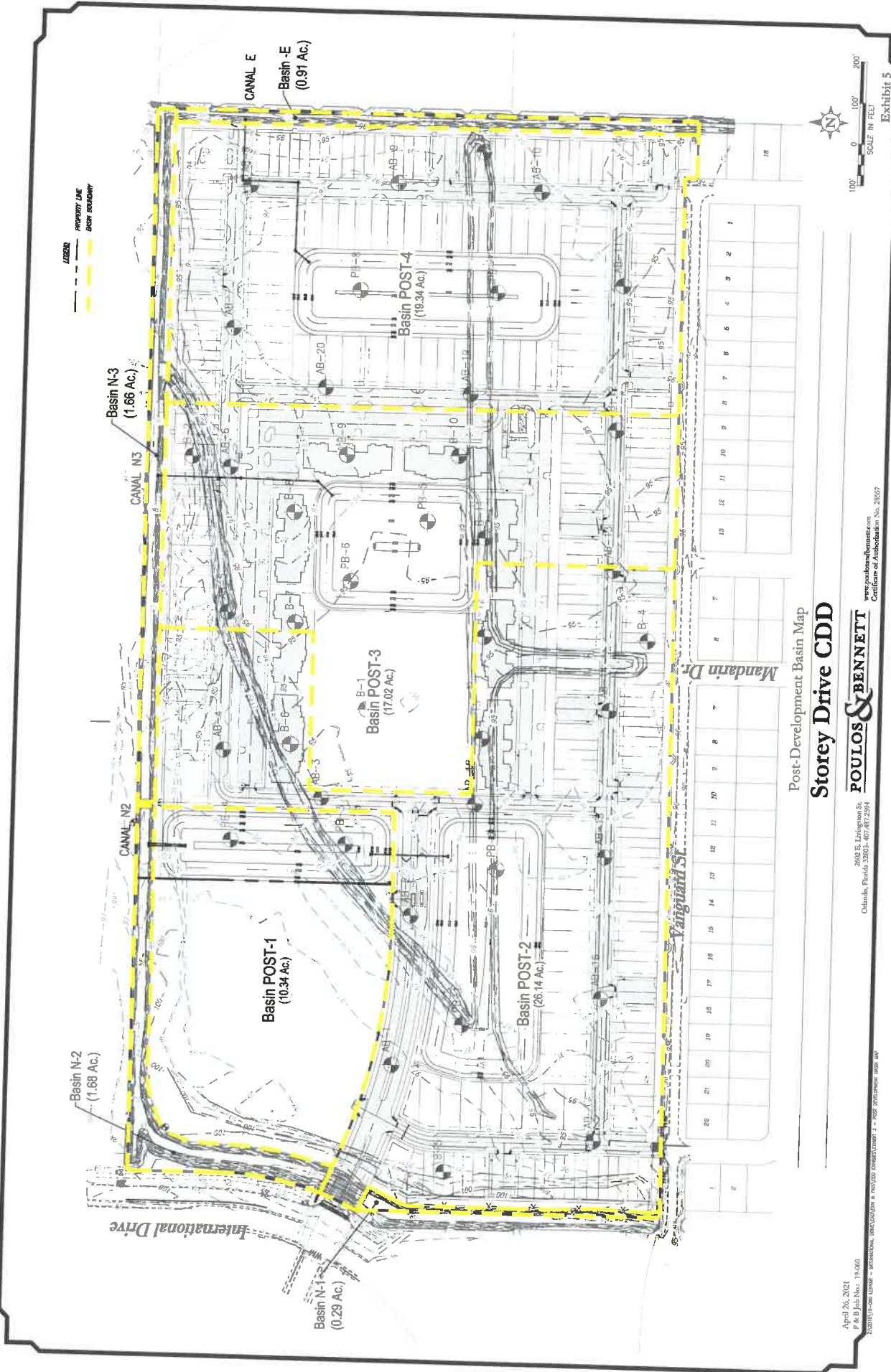
**FOULOS & BENNETT**

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2602 E. Livingston St.  
Orlando, Florida 32815-4074/8772594

April 26, 2021  
P & H Job No.: 19-069

APPROVED FOR RECORD: [Signature] DATE: 4/26/21



April 26, 2021  
 P & B Job No.: 19-066  
 5201 N 1st Ave, Suite 200 - International, Ocala, FL 32909

2602 E. Livingston St.  
 Ocala, FL 32909 - 407.467.2594

**POULOS & BENNETT**  
 PROFESSIONAL ENGINEERS  
 Certificate of Registration No. 25557

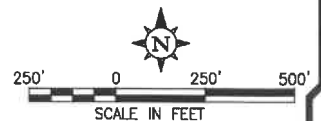
Post-Development Basin Map  
**Storey Drive CDD**





FEMA Map  
**Storey Drive CDD**

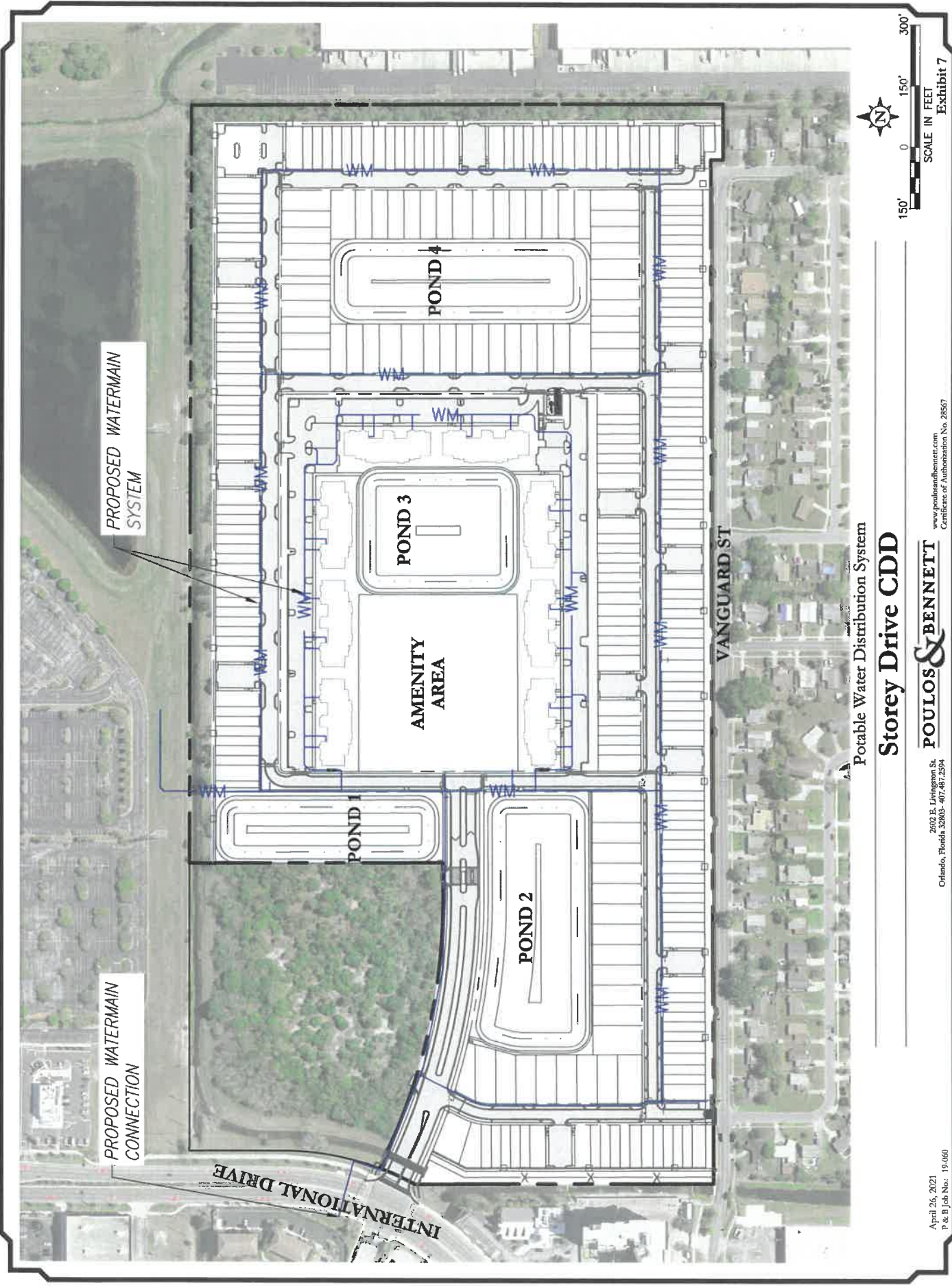
**POULOS & BENNETT**



April 26, 2021  
 P & B Job No.: 19-060

2602 E. Livingston St.  
 Orlando, Florida 32803-407487.2594

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 Certificate of Authorization No. 28567



PROPOSED WATERMAIN SYSTEM

PROPOSED WATERMAIN CONNECTION

INTERNATIONAL DRIVE

VANGUARD ST

AMENITY AREA

POND 3

POND 4

POND 2

POND 1

Potable Water Distribution System

# Storey Drive CDD



SCALE IN FEET  
0 150' 300'

Exhibit 7

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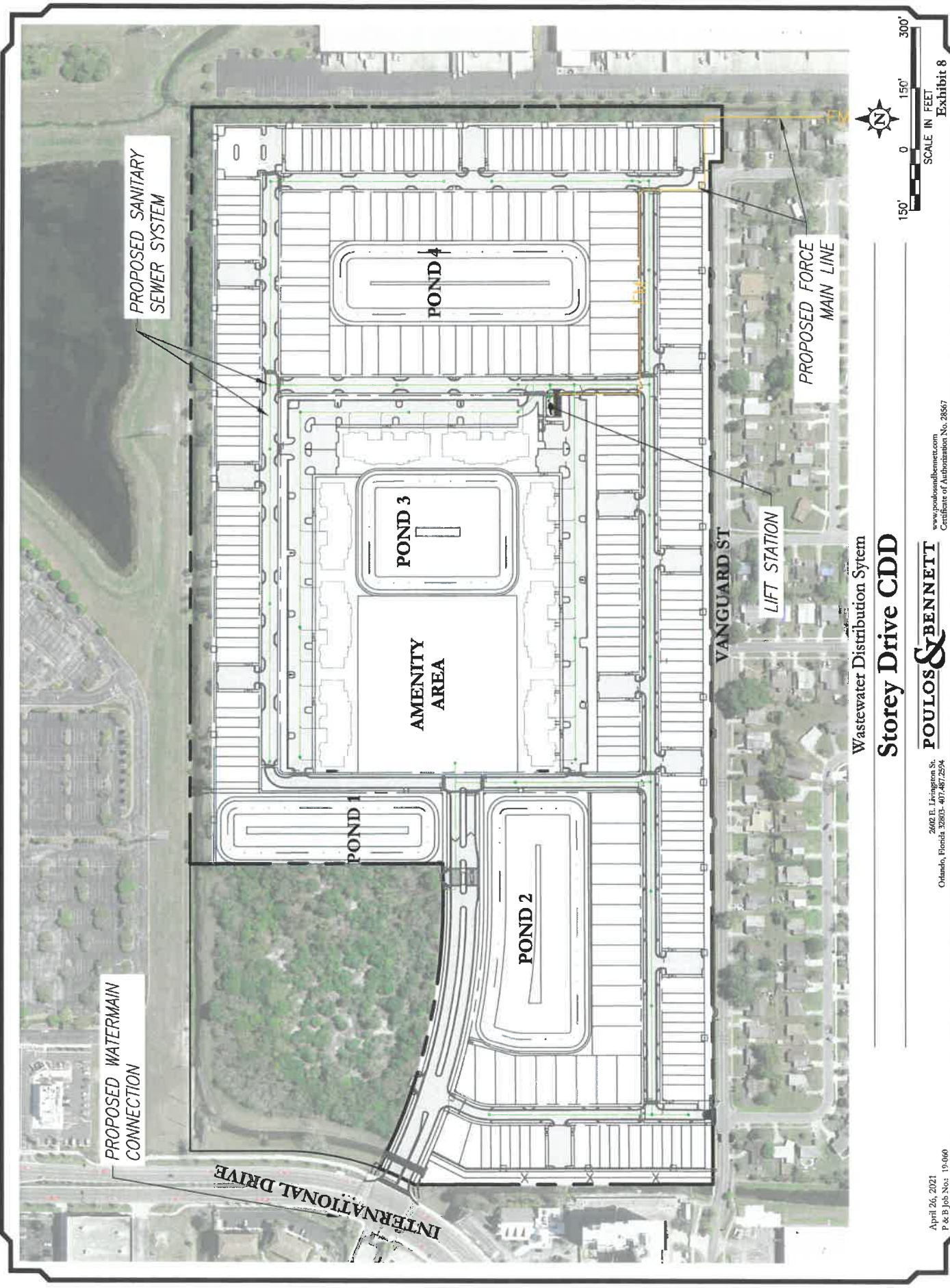
**POULOS & BENNETT**

2602 E. Livingston St.  
Orlando, Florida 32803-407-2594

April 26, 2021  
P & B Job No.: 19-060

2-DIMENSIONAL DWG/PROCESS & REVISIONS SHEET/CALLET / - SURF & SITE IMPROVEMENTS





PROPOSED WATERMAIN CONNECTION

PROPOSED SANITARY SEWER SYSTEM

INTERNATIONAL DRIVE

POND 1

AMENITY AREA

POND 3

POND 4

POND 2

LIFT STATION

PROPOSED FORCE MAIN LINE

VANGUARD ST

Wastewater Distribution System

Storey Drive CDD



150' 0 150' 300'  
SCALE IN FEET

Exhibit 8

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2602 E. Livingston St.  
Orlando, Florida 32803-4077, 2594

**POULOS & BENNETT**

April 26, 2021  
P & B Job No.: 19-060

21021915-00 DRAWING - INTERIM WORK PRELIMINARY DESIGN - WATER MAINS AND SEWER





Future Land Use Plan

# Storey Drive CDD



SCALE IN FEET  
250' 0 250' 500'

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Certificate of Authorization No. 28567

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2602 E. Livingston St.  
Orlando, Florida 32803-407-487-2594

April 26, 2021  
P & B Job No.: 19-060

3/20/21 10:50 AM - INTERNATIONAL, ENVIRONMENTAL & POLITICAL CONSULTANTS, INC. - WFLA-TV

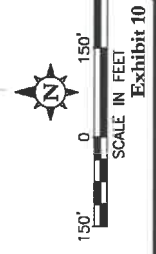
Key	
Health	Land Use
	CDD-Park
	CDD-Entrance Road
	CDD UTILITIES Under Private Road
	Public-Pond
	Private
	Public Access to CDD Land
	Private-Other
	CDD-Lift Station

CDD BOUNDARY



Future Public and Private Uses Within CDD

# Storey Drive CDD



www.poulosbennett.com  
Certificate of Authorization No. 28567

**POULOS & BENNETT**

2602 E. Livingston St.  
Orlando, Florida 32803-407-687-2594

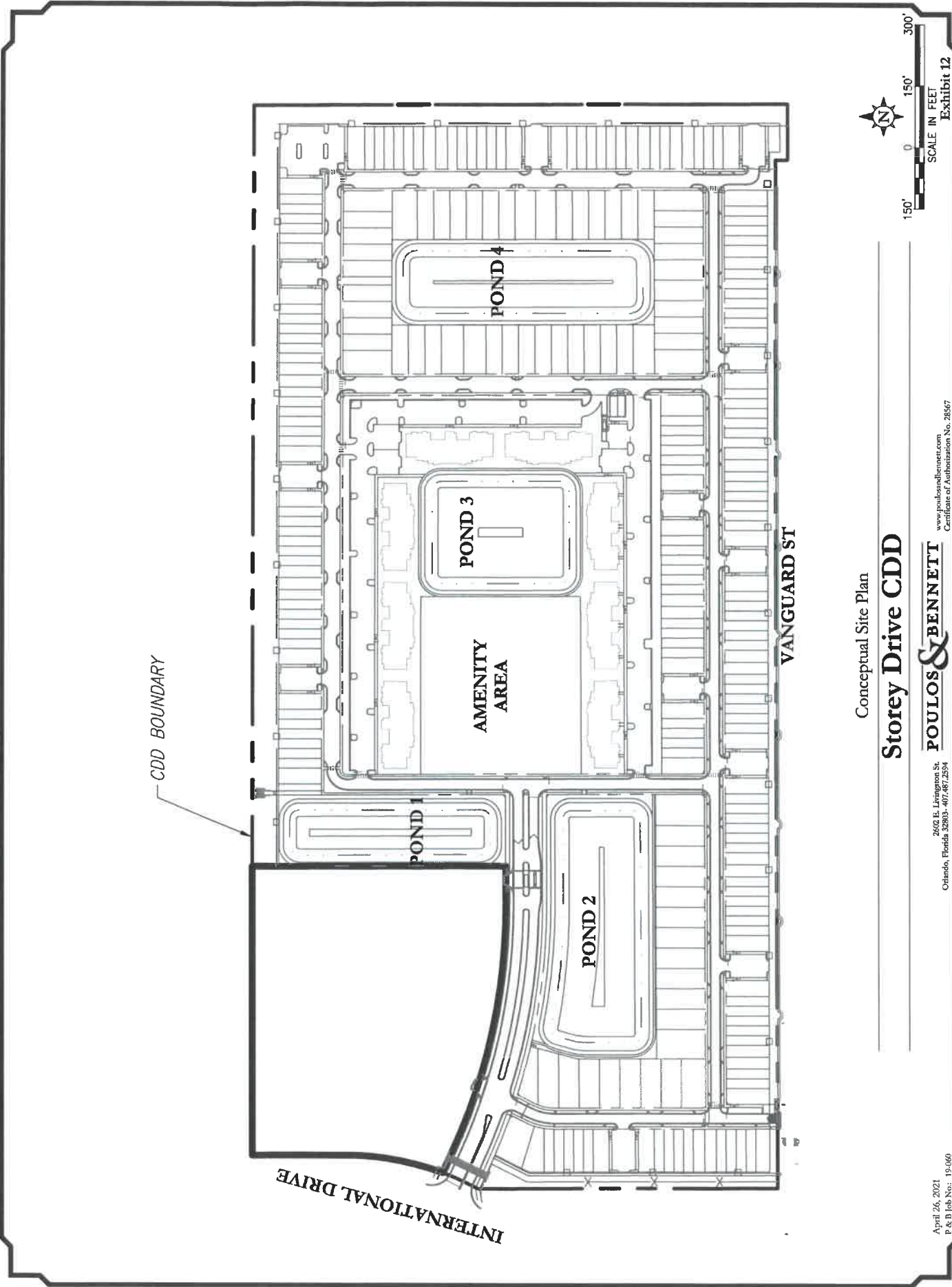
April 26, 2021  
P & B Job No.: 19-060

2/COPY 1/100-10000 - INTERNATIONAL DRIVE/CDL & POND CDD EXHIBIT 10/2021 - PLOULOS & BENNETT



EXHIBIT  
Storey Drive CDD  
Estimate of Probable Capital Improvement Costs  
December 2, 2020

<b>Facility</b>	<b>Estimated Cost</b>
Roadways (Entrance Road, Pavers, Curb)	\$ 422,492.68
Master Stormwater System (Pipes, Structures & Ponds)	\$ 1,862,009.02
Potable Water System (Pipes, Fittings, Valves, etc.)	\$ 678,164.45
Wastewater System (Pipes, Structures & Lift Station)	\$ 1,412,136.24
Electrical Undergrounding (Power & Streetlighting)	\$ 1,155,000.00
Landscape & Hardscape (Landscaping, Walls, Fencing, Sidewalk & Sod)	\$ 2,603,056.47
Offsite Improvements (Traffic Signal, Box Culvert, Forcemain)	\$ 881,250.00
<hr/>	
<b>Subtotal</b>	<b>\$ 9,014,108.84</b>
<b>Professional Fees (10%)</b>	<b>\$ 901,410.88</b>
<b>Subtotal</b>	<b>\$ 9,915,519.73</b>
<b>Contingency (10%)</b>	<b>\$ 901,410.88</b>
<hr/>	
<b>Total</b>	<b>\$ 10,816,930.61</b>



CDD BOUNDARY

INTERNATIONAL DRIVE

VANGUARD ST

AMENITY AREA

POND 1

POND 2

POND 3

POND 4

Conceptual Site Plan

**Storey Drive CDD**

April 26, 2021  
P & B Job No.: 19-060

2602 E. Livingston St.  
Orlando, Florida 32803-407-487-2594

www.poulosbennett.com  
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SCALE IN FEET  
150' 0 150' 300'  
Exhibit 12

## SECTION 2

**MASTER  
ASSESSMENT METHODOLOGY  
  
FOR  
STOREY DRIVE  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: May 6, 2021**

**Prepared by**

**Governmental Management Services - Central Florida, LLC  
219 E. Livingston Street  
Orlando, FL 32801**



Table of Contents

1.0 Introduction..... 3  
    1.1 Purpose..... 3  
    1.2 Background..... 3  
    1.3 Special Benefits and General Benefits ..... 4  
    1.4 Requirements of a Valid Assessment Methodology ..... 5  
    1.5 Special Benefits Exceed the Costs Allocated ..... 5

2.0 Assessment Methodology ..... 5  
    2.1 Overview ..... 5  
    2.2 Allocation of Debt..... 6  
    2.3 Allocation of Benefit..... 6  
    2.4 Lienability Test: Special and Peculiar Benefit to the Property..... 7  
    2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay  
    Non-Ad Valorem Assessments..... 7

3.0 True-Up Mechanism..... 8

4.0 Assessment Roll..... 8

5.0 Appendix..... 9  
    Table 1: Development Program..... 9  
    Table 2: Infrastructure Cost Estimates ..... 10  
    Table 3: Bond Sizing..... 11  
    Table 4: Allocation of Benefit..... 12  
    Table 5: Allocation of Benefit/Total Par Debt to Each Product Type ..... 13  
    Table 6: Par Debt and Annual Assessments ..... 14  
    Table 7: Preliminary Assessment Roll ..... 15

**GMS-CF, LLC does not represent the Storey Drive Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Storey Drive Community Development District with financial advisory services or offer investment advice in any form.**

## **1.0 Introduction**

The Storey Drive Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the “District”), as amended. The District plans to issue up to \$14,020,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements within the District, more specifically described in the Master Engineer’s Report dated May 5, 2021 prepared by Poulos & Bennett, Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction and/or acquisition of public infrastructure improvements consisting of improvements that benefit property owners within the District.

### **1.1 Purpose**

This Master Assessment Methodology Report (the “Assessment Report”) provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the District’s capital improvement plan (“CIP”). This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means of collection available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

### **1.2 Background**

The District currently includes approximately 67.84 acres within the City of Orlando, Orange County, Florida. The development program currently envisions approximately 510 residential dwelling units consisting of single-family homes, townhomes, and condominiums (herein the “Development”). The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP will provide facilities that benefit the assessable property within the District. The CIP is delineated in the Engineer's Report. Specifically, the District will construct and/or acquire certain roadways, master stormwater systems, potable water systems, wastewater systems, differential cost of electrical undergrounding, landscape & hardscape, offsite improvements, professional fees, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the CIP.
2. The District Engineer determines the assessable acres that benefit from the District's CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct CIP.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

### **1.3 Special Benefits and General Benefits**

Improvements undertaken by the District create special and peculiar benefits to the assessable property, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's CIP, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's CIP. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

## **1.4 Requirements of a Valid Assessment Methodology**

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

## **1.5 Special Benefits Exceed the Costs Allocated**

The special benefits provided to the property owners within the District are equal or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of the District will cost approximately \$10,816,931. The District's Underwriter projects that financing costs required to fund the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be approximately \$14,020,000. Additionally, funding required to complete the CIP which is not financed with Bonds will be funded by Developer. Without the CIP, the property would not be able to be developed and occupied by future residents of the community.

## **2.0 Assessment Methodology**

### **2.1 Overview**

The District is planning to issue up to \$14,020,000 in Bonds to fund the District's CIP, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$14,020,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the proposed land uses as identified by the Developer and current landowners of the land within the District. The District has relied on the Engineer's Report to develop the costs of the CIP needed to support the Development, these construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost



\$10,816,931. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the CIP and related costs was determined by the District's Underwriter to total approximately \$14,020,000. Table 3 shows the breakdown of the bond sizing.

## **2.2 Allocation of Debt**

Allocation of debt is a continuous process until the development plan is completed. The CIP funded by District Bonds benefits all developable acres within the District.

The initial assessments will be levied on an equal basis to all acres within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the improvements.

Once platting or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the planned 510 residential dwelling units consisting of single-family homes, townhomes and condominiums, within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

## **2.3 Allocation of Benefit**

The CIP consists of roadways, master stormwater systems, potable water systems, wastewater systems, differential cost of electrical undergrounding, landscape & hardscape, offsite improvements, professional fees, and contingency. There are three residential product types within the planned development. The single-family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units equals or exceeds the cost that the units will be paying for such benefits.

## **2.4 Lienability Test: Special and Peculiar Benefit to the Property**

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities and services for its residents. These include roadways, master stormwater systems, potable water systems, wastewater systems, differential cost of electrical undergrounding, landscape & hardscape, offsite improvements, professional fees, and contingency. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of CIP, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

## **2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments**

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's CIP have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

### **3.0 True Up Mechanism**

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for Lennar Homes, LLC or the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

### **4.0 Assessment Roll**

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be distributed evenly across the acres within the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

**TABLE 1**  
**STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT**  
**DEVELOPMENT PROGRAM**  
**MASTER ASSESSMENT METHODOLOGY**

Product Types	No. of Units *	ERUs per Unit (1)	Total ERUs
Condominium	240	0.5	120
Townhome	200	0.75	150
Single-Family	70	1	70
<b>Total Units</b>	<b>510</b>		<b>340</b>

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a Single Family unit equal to 1 ERU

\* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 2  
STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT  
INFRASTRUCTURE COST ESTIMATES  
MASTER ASSESSMENT METHODOLOGY**

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Roadways	\$422,493
Master Stormwater System	\$1,862,009
Potable Water System	\$678,164
Wastewater System	\$1,412,136
Differential Cost of Electrical Undergrounding	\$1,155,000
Landscape & Hardscape	\$2,603,056
Offsite Improvements	\$881,250
Professional Fees - Testing & Inspection	\$901,411
Contingency	\$901,411
	<b>\$10,816,931</b>

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated May 5, 2021

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 3**  
**STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT**  
**BOND SIZING**  
**MASTER ASSESSMENT METHODOLOGY**

<b>Description</b>	<b>Total</b>
Construction Funds	\$ 10,816,931
Debt Service Reserve	\$ 1,018,538
Capitalized Interest	\$ 1,682,400
Underwriters Discount	\$ 280,400
Cost of Issuance	\$ 200,000
Contingency	\$ 21,731
<b>Par Amount*</b>	<b>\$ 14,020,000</b>

<b>Bond Assumptions:</b>	
Average Coupon	6.00%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

\* Par amount is subject to change based on the actual terms at the sale of the Bonds

**TABLE 4  
STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF BENEFIT  
MASTER ASSESSMENT METHODOLOGY**

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements	
					Costs Per Product Type	Improvement Costs Per Unit
Condominium	240	0.5	120	35.29%	\$3,817,740	\$15,907
Townhome	200	0.75	150	44.12%	\$4,772,175	\$23,861
Single-Family	70	1.0	70	20.59%	\$2,227,015	\$31,815
<b>Totals</b>	<b>510</b>		<b>340</b>	<b>100.00%</b>	<b>\$10,816,931</b>	

\* Unit mix is subject to change based on marketing and other facts

**TABLE 5**  
**STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT**  
**ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE**  
**MASTER ASSESSMENT METHODOLOGY**

Product Types	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product	Type	Debt Per Product	Type	
Condominium	240	\$ 3,817,740	\$	4,948,235	\$	20,618
Townhome	200	\$ 4,772,175	\$	6,185,294	\$	30,926
Single-Family	70	\$ 2,227,015	\$	2,886,471	\$	41,235
<b>Totals</b>	<b>510</b>	<b>\$ 10,816,931</b>	<b>\$</b>	<b>14,020,000</b>		

\* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC



**TABLE 6  
STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT  
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE  
MASTER ASSESSMENT METHODOLOGY**

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment		Gross Annual Debt Assessment Per Unit (1)
					Assessment Per Unit	Assessment	
Condominium	240	\$4,948,235	\$20,618	\$359,484	\$1,498	\$1,593	\$1,593
Townhome	200	\$6,185,294	\$30,926	\$449,355	\$2,247	\$2,390	\$2,390
Single-Family	70	\$2,886,471	\$41,235	\$209,699	\$2,996	\$3,187	\$3,187
<b>Totals</b>	<b>510</b>	<b>\$ 14,020,000</b>		<b>\$1,018,538</b>			

(1) This amount includes collection fees and early payment discounts when collected on the County Tax Bill

\* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 7**  
**STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT**  
**PRELIMINARY ASSESSMENT ROLL**  
**MASTER ASSESSMENT METHODOLOGY**

Owner	Property*	Net Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Lennar Homes, LLC	Storey Drive CDD	67.84	\$ 206,663	\$ 14,020,000	\$ 1,018,538	\$ 1,083,551
<b>Totals</b>		<b>67.84</b>		<b>\$ 14,020,000</b>	<b>\$ 1,018,538</b>	<b>\$ 1,083,551</b>

(1) This amount includes 6% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Average Coupon Rate (%)	6.00%
Maximum Annual Debt Service	\$1,018,538

\* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

**EXHIBIT "A"**

**Metes and Bounds Legal Description of the External Boundaries of the  
Storey Drive Community Development District**

A Parcel of land in the North Half of Section 30, Township 23 South, Range 29 East lying in Orange County, Florida,

Being more particularly described as:

BEGINNING at the Northeast corner of Section 30, Township 23 South, Range 29 East; thence run South 00°13'22" East along the East line of the Northeast Quarter of said Section 30 for a distance of 1306.93 feet to the Northeast corner of Block 6, Tangelo Park Section Five as recorded in Plat Book Y, Page 61 of the Public Records of Orange County, Florida; thence run South 89°50'55" West along the North line of said Block 6 for a distance of 136.58 feet to the Northwest corner of said Block 6 and a point on the East right of way line of Pomelo Drive as recorded in the aforesaid Plat of Tangelo Park Section Five; thence run North 00°10'19" West along said East right of way line for a distance of 30.00 feet to the intersection with the North right of way line of Vanguard Street as recorded in the aforesaid Plat of Tangelo Park Section Five; thence departing the East right of way line of said Pomelo Drive run South 89°50'55" West along the North right of way line of said Vanguard Street for a distance of 2519.04 feet to the Northwest corner of aforesaid Plat of Tangelo Park Section Five and a point on the West line of the Northeast Quarter of aforesaid Section 30; thence run North 00°10'19" West along the West line of the Northeast Quarter of said Section 30 for a distance of 735.81 feet to a point on the Easterly right of way line of International Drive as recorded in Official Records Book 10665, Page 606 of the Public Records of Orange County, Florida, said point being on a non tangent curve, concave Northwesterly having a radius of 687.53 feet and a central angle of 07°59'43" with a chord bearing of North 24°17'28" East, and a chord distance of 95.86 feet; thence run Northeasterly along the arc of said curve and along said Easterly right of way line for a distance of 95.94 feet to a point on a non tangent line; thence departing said Easterly right of way line run South 65°01'32" East for a distance of 50.81 feet to the point of curvature of a curve, concave Northeasterly having a radius of 1451.00 feet and a central angle of 25°03'23" with a chord bearing of South 77°33'45" East, and a chord distance of 629.50 feet; thence run Southeasterly along the arc of said curve for a distance of 634.55 feet to the point of tangency; thence run North 89°54'33" East for a distance of 90.91 feet; thence run North 00°12'35" West for a distance of 619.60 feet to a point on the North line of the Northeast Quarter of aforesaid Section 30; thence run South 89°56'24" East along said North line for a distance of 1863.96 feet to the POINT OF BEGINNING.

Containing 2,955,246 square feet or 67.84 acres more or less.

# SECTION 4

**RESOLUTION 2021-22**

**A RESOLUTION AUTHORIZING AND CONFIRMING THE PROJECT; EQUALIZING, APPROVING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECT TO PAY THE COSTS THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHOD PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT’S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR RECORDING OF AN ASSESSMENT NOTICE; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*.

**SECTION 2. DISTRICT AUTHORITY AND PREVIOUS ACTIONS.**

A. The Storey Drive Community Development District (“**District**”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes.

B. The District is authorized under Chapter 190, *Florida Statutes*, to construct roads, water management and control facilities, water and wastewater systems and other public infrastructure projects to serve lands within the District.

C. The District adopted of the *Storey Drive Community Development District Engineer’s Report for Capital Improvements*, dated May 5, 2021 (the “**Engineer’s Report**”), attached hereto and incorporated herein as Exhibit “A,” describing the capital improvement program to be constructed and/or acquired by the District (“**Project**”).

D. The District is authorized by Chapter 170, *Florida Statutes*, to levy special assessments to pay all, or any part of, the cost of the Project and to issue special assessment revenue bonds payable from such special assessments as provided in Chapters 190 and 170, *Florida Statutes*.

**SECTION 3. FINDINGS.** The District’s Board of Supervisors (“**Board**”) hereby finds and determines as follows:

A. It is necessary to the public safety and welfare, and to comply with applicable governmental requirements, that (i) the District provide the Project, the nature and location of which is described in the Engineer's Report and the plans and specifications on file at the District Manager's office at 219 E. Livingston Street, Orlando, Florida 32801; (ii) the cost of such Project be assessed against the lands specially benefited by such Project; and (iii) the District issue bonds to provide funds for such purposes, pending the receipt of such special assessments.

B. The provisions of said infrastructure projects, the levying of such special assessments and the sale and issuance of such bonds serves a proper, essential and valid public purpose.

C. In order to provide funds with which to pay the costs of the Project which are to be assessed against the benefited properties, pending the collection of such special assessments, it is necessary for the District to sell and issue its not-to-exceed \$14,020,000 Storey Drive Community Development District Special Assessment Bonds in one or more series ("**Bonds**").

D. In Resolution 2021-15, the Board determined to provide the Project and to defray the cost thereof by making special assessments on benefited property and expressed an intention to issue the Bonds to provide the funds needed for the Project prior to the collection of such special assessments. Resolution 2021-14 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time the same was adopted, the requirements of Section 170.04, *Florida Statutes* had been complied with.

E. As directed by Resolution 2021-15, said resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the District Manager.

F. As directed by Resolution 2021-15, a preliminary assessment roll was prepared and filed with the Board as required by Section 170.06, *Florida Statutes*.

G. The Board, by Resolution 2021-15, and as ratified today, adopted the *Master Assessment Methodology for Storey Drive Community Development District*, dated May 6, 2021 ("**Assessment Methodology**"), attached hereto and incorporated herein as Exhibit "B".

H. The Board, by Resolution 2021-15, and as ratified today, approved the Engineer's Report.

I. As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2021-16 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (i) the propriety and advisability of making the improvements, (ii) the cost thereof, (iii) the

manner of payment therefor, and (iv) the amount thereof to be assessed against each parcel of specially benefited property and providing for the mailing and publication of notice of such public hearing.

J. Notice of such public hearing has been given by publication and by delivery as required by Section 170.07, *Florida Statutes*, and affidavits as to such publication and delivery are on file in the office of the Secretary of the Board.

K. At the time and place specified in the resolution and notice referred to in paragraph (I) above, the Board met as an Equalization Board, conducted such public hearing and heard and considered all complaints as to the matters described in paragraph (I) above and, based thereon, has made such modifications (if any) in the preliminary assessment roll as it deems desirable at this time.

L. Having considered any revised costs of the Project, any revised estimates of financing costs and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District finds and determines:

(i) that the estimated costs of the Project are as specified in the Engineer's Report, and the amount of such costs is reasonable and proper; and

(ii) that it is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefited thereby using the methods determined by the Board as set forth in the Assessment Methodology, which result in special assessments set forth on an assessment roll contained in the Assessment Methodology and herein adopted by the Board, and which roll will be supplemented and amended by the Board when properties are platted and when final project costs, structure and interest rate on the Bonds to be issued by the District are established; and

(iii) that the Project will constitute a special benefit to all parcels of real property listed on said assessment roll and that the benefit, in the case of each such parcel, will be in excess of the special assessment thereon; and

(iv) it is reasonable, proper, just and right for the District to utilize the true-up mechanisms and calculations contained in the Assessment Methodology in order to ensure that all parcels of real property benefiting from the Project are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt-service when due; and

(v) it is desirable that the special assessments be paid and collected as herein provided.

**SECTION 4. AUTHORIZATION OF THE PROJECT.** The Project, as more specifically described by the Engineer's Report and the plans and specifications on file with the District Manager, are hereby confirmed, authorized and approved and the proper officers,

employees and agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made following the issuance of the Bonds.

**SECTION 5. ESTIMATED COST OF IMPROVEMENTS.** The total estimated costs of the Project, and the costs to be paid by special assessments on all specially benefited property, are set forth in the Assessment Methodology.

**SECTION 6. APPROVAL AND CONFIRMATION OF ASSESSMENT METHODOLOGY.** The Assessment Methodology is hereby adopted, approved and confirmed by the Board acting in its capacity as an Equalization Board. The special assessment or assessments against each respective parcel to be shown on the assessment roll and interest and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid; such lien shall be co-equal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

**SECTION 7. FINALIZATION OF SPECIAL ASSESSMENTS.** When all of the Project has been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. The District shall credit to each special assessment for the Project the difference between the special assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the projects, as finally determined upon completion thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits, no discount shall be granted or credit given for any part of the payee's proportionate share of any actual bond financing costs, such as capitalized interest, funded reserves or bond discount included in the estimated cost of any such improvements. Such credits, if any, shall be entered in the District's Improvement Lien Book. Once the final amount of special assessments for all of the Project improvements have been determined, the term "special assessment" shall, with respect to each benefited parcel, mean the sum of the costs of the Project.

**SECTION 8. PAYMENT AND PREPAYMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.**

A. All non-ad valorem special assessments shall be payable in no more than thirty (30) annual installments which shall include interest (excluding any capitalized interest period), calculated in accordance with the Assessment Methodology. All special assessments collected utilizing the uniform method of collection shall be levied in the amount determined in the first sentence of this paragraph divided by 1 minus the sum of the percentage cost of collection, necessary administrative costs and the maximum allowable discount for the early payment of taxes (currently a total of four percent (4%), as may be amended from time to time by the City of Orlando, Orange County, Florida and by changes to Florida Statutes and implementing regulations, if any).

B. The District hereby may elect, under its charter and Section 197.3631, *Florida Statutes*, to use the method of collecting special assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes*. The District has heretofore timely taken, or



will timely take, all necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*, and applicable rules adopted pursuant thereto to elect to use this method; and, if required, the District shall enter into a written agreement with the Property Appraiser and/or Tax Collector of the City of Orlando, Orange County, Florida in compliance therewith. Such non-ad valorem special assessments shall be subject to all of the collection provisions of Chapter 197, *Florida Statutes*.

C. Notwithstanding the foregoing, the District reserves the right under Section 197.3631, *Florida Statutes*, to collect its non-ad valorem special assessments pursuant to Chapter 170, *Florida Statutes*, and to foreclose its non-ad valorem special assessment liens as provided for by law.

D. All special assessments may be prepaid in whole or in part at any time by payment of an amount equal to the principal amount of such prepayment plus interest accrued at the interest rate on the Bonds and in the amount sufficient to pay interest on the Bonds on the next interest payment date which occurs at least **45 days** after such prepayment and to the next succeeding interest payment date if such prepayment is less than **45 days** from the next interest payment date. All special assessments are also subject to prepayment in the amounts and at the times set forth in Chapter 170, *Florida Statutes*; provided, however, that the owner of land subject to special assessments may elect to waive such statutory right of prepayment.

**SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT.** Property owned by units of local, state, and federal government shall not be subject to the special assessments without specific consent thereto. In addition, property owned by a property owners' association or homeowner's association that is exempt from special assessments under Florida law shall not be subject to the special assessments. If at any time, any real property on which special assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of special assessments thereon), all future unpaid special assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

**SECTION 10. ASSESSMENT NOTICE.** The District Manager is hereby directed to record a general Notice of Assessments in the Official Records of the City of Orlando, Orange County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

**SECTION 11. SEVERABILITY.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 12. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 13. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

**APPROVED AND ADOPTED** this 15th day of July 2021.

ATTEST:

**BOARD OF SUPERVISORS OF THE  
STOREY DRIVE COMMUNITY  
DEVELOPMENT DISTRICT**, a Florida  
community development district

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Secretary/Assistant Secretary

Name: \_\_\_\_\_  
Chairman/Vice Chairman

**EXHIBIT "A"**

**ENGINEER'S REPORT**

Storey Drive Community Development District  
Engineer's Report for Capital Improvements, dated May 5, 2021

*[See attached.]*

**EXHIBIT "B"**

**ASSESSMENT METHODOLOGY**

Master Assessment Methodology for Storey Drive Community Development District,  
dated May 6, 2021

*[See attached.]*

## SECTION VII

**STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2021-2022 DEVELOPER FUNDING AGREEMENT**

**THIS FISCAL YEAR 2021-2022 DEVELOPER FUNDING AGREEMENT** (the “Agreement”) is made and entered into this 15<sup>th</sup> day of July, 2021, by and between:

**STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes, and located in the City of Orlando, Orange County, Florida (hereinafter “District”), and

**LENNAR HOMES, LLC**, a Florida limited liability company and the owner of a majority of the real property in the District (hereinafter “Developer”).

Recitals

**WHEREAS**, the District was established by Ordinance Number 2021-10 of the City Council of Orlando, Florida (the “City Council”), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, (the “Act”) for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including a storm water management system, roadways, water distribution and sewer collection systems, landscaping, recreational facilities and other infrastructure; and

**WHEREAS**, the District, pursuant to the Act, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

**WHEREAS**, Developer presently owns and/or is developing the majority of the real property within the District (the “Property”), which Property will benefit from the timely construction and acquisition of the District’s facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District has adopted or anticipates adopting its general fund budget for the fiscal year 2021-2022 (“FY 22”), which year commences on October 1, 2021, and concludes on September 30, 2022 (the “Budget”); and

**WHEREAS**, the Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, are attached hereto and incorporated herein by reference as Exhibit “A”; and

**WHEREAS**, the District has or will levy non ad valorem special assessments on all land within the District that will benefit from the District activities, operations and services set forth in Exhibit “A”; and

**WHEREAS**, the Developer agrees that the activities, operations and services by the District during FY 22 provide a special and peculiar benefit equal to or in excess of the costs reflected on Exhibit "A" to the property owned by the Developer within the District (the "Property"); and

**WHEREAS**, in lieu of initially certifying for collection special assessments on the Property to fund the Budget, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its FY 22 operations as described in Exhibit "A" so long as payment is timely provided; and

**WHEREAS**, the District desires to secure the funding of the Budget through the imposition of a continuing lien against the Property and otherwise as provided herein and in any resolutions of the District pertaining to the imposition of a lien for special assessments.

**WHEREAS**, the Developer agrees to enter into the Agreement in lieu of having the District collect any non-ad valorem assessments related to the Budget as authorized by law against the Property located within the District for the activities, operations, and services set forth in the Budget.

**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 parties agree as follows:

1. The Developer agrees to make available to the District the monies necessary for the operation of the District based on actual expenditures of the District as called for in the Budget attached hereto as Exhibit "A" (and as Exhibit "A" may be amended from time to time), within thirty (30) days of written request by the District. Amendments to the Budget as shown in Exhibit "A" adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. The funds provided under this Agreement shall be placed in the District's general checking account. These payments are made by the Developer in lieu of the collection of special assessments that might otherwise be collected by the District related to the Budget for FY 22.

2. District shall have the right to file a continuing lien upon the Property described in Exhibit "A" for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses, and court costs incurred by the District incident to the collection of funds under this Agreement and for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens, and encumbrances on the Property in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2021-2022 Budget" in the public records of St. Cloud, Florida, stating among other things, the description of the Property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the Budget on behalf of the District, without need of further Board

action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. In the event the Developer sells any of the Property after the execution of this Agreement, the Developers' rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. The District has found that the activities, operations and services set out in the Budget on Exhibit "A" provide a special and peculiar benefit to the Property, which benefit is allocated as provided in the assessment roll attached hereto and incorporated herein as Exhibit "B". The Developer agrees that the activities, operations and services set forth in the Budget on Exhibit "A" provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in Exhibit "A", as allocated in Exhibit "B". Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, or in any resolution of the District regarding the imposition and collection of special assessments, the District, in its sole discretion, and upon failure of the Developer to make payment as provided for in this Agreement, may choose to certify for collection amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection on a future years tax roll and collected by the Osceola County Tax Collector, collected pursuant to a foreclosure action, or, at the District's discretion, collected in any other method authorized by law.

4. In the event the District is required to certify non ad valorem special assessments for collection as a result of the Developer's failure to provide the funds as required under this Agreement, the amount of funds received by the District from Developer under this Agreement shall be credited pro-rata to all of the Property subject to special assessments in the manner provided in the District's assessment methodology of operation and maintenance.

5. District and Developer agree that the Budget shall be revised, after due notice, at the end of the fiscal year to reflect the actual expenditures for the District for FY 22. Developer shall not be responsible for any costs other than those costs provided for in the Budget, as so amended.

6. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

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

8. This Agreement may be assigned, in whole or in part, by either party only upon the



written consent of the other, which consent shall not be unreasonably withheld.

9. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer, and in the manner described in paragraph 3 above.

10. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

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

12. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and elected the language, and the doubtful language will not be interpreted or construed against any party.

14. The Agreement shall be effective after execution by both parties. The enforcement provisions of this Agreement shall survive its termination until all payments due under this Agreement are paid in full.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE TO STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT  
FY 2021-2022 DEVELOPER FUNDING AGREEMENT**

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

Attest:

**STOREY DRIVE COMMUNITY  
DEVELOPMENT DISTRICT**, a Florida  
community development district.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman, Board of Supervisors

**LENNAR HOMES, LLC**, a Florida limited liability  
company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**(Fiscal Year 2021-2022 Budget)**

[SEE ATTACHED]

**EXHIBIT "B"**

**(Assessment Roll)**

[SEE ATTACHED]

# SECTION VIII

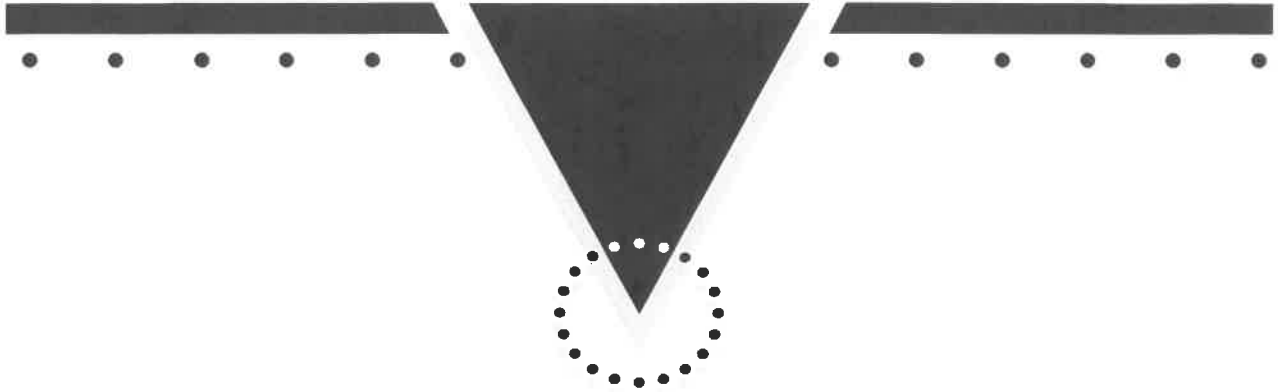
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separate cover*

# SECTION IX

# SECTION C



# SECTION 1



**Storey Drive  
Community Development District**

**Unaudited Financial Reporting**

**June 30, 2021**



# TABLE OF CONTENTS

1	<u>BALANCE SHEET</u>
2	<u>GENERAL FUND INCOME STATEMENT</u>
3	<u>MONTH TO MONTH</u>
4	<u>DEVELOPER CONTRIBUTION SCHEDULE</u>

**Storey Drive**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET**  
**June 30, 2021**

	<u>General Fund</u>
<b><u>ASSETS:</u></b>	
CASH	\$0
DUE FROM DEVELOPER	\$23,459
<b>TOTAL ASSETS</b>	<b><u><u>\$23,459</u></u></b>
<b><u>LIABILITIES:</u></b>	
ACCOUNTS PAYABLE	\$11,023
<b><u>FUND EQUITY:</u></b>	
FUND BALANCES:	
UNASSIGNED	\$12,436
<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b><u><u>\$23,459</u></u></b>

# STOREY DRIVE

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

#### Statement of Revenues & Expenditures

For The Period Ending June 30, 2021

	PROPOSED BUDGET	PRORATED BUDGET THRU 6/30/21	ACTUAL THRU 6/30/21	VARIANCE
<b>REVENUES:</b>				
DEVELOPER CONTRIBUTIONS	\$51,630	\$20,652	\$23,459	\$2,807
<b>TOTAL REVENUES</b>	<b>\$51,630</b>	<b>\$20,652</b>	<b>\$23,459</b>	<b>\$2,807</b>
<b>EXPENDITURES:</b>				
<b>ADMINISTRATIVE:</b>				
SUPERVISORS FEES	\$5,000	\$2,000	\$0	\$2,000
FICA EXPENSE	\$383	\$153	\$0	\$153
ENGINEERING	\$5,000	\$2,000	\$0	\$2,000
ATTORNEY	\$10,417	\$4,167	\$3,837	\$330
MANAGEMENT FEES	\$14,583	\$5,833	\$5,363	\$470
INFORMATION TECHNOLOGY	\$438	\$175	\$0	\$175
WEBSITE CREATION/ADA COMPLIANCE	\$1,750	\$1,750	\$0	\$1,750
WEBSITE MAINTENANCE	\$250	\$100	\$0	\$100
TELEPHONE	\$125	\$50	\$0	\$50
POSTAGE	\$417	\$167	\$6	\$160
INSURANCE	\$2,025	\$2,025	\$0	\$2,025
PRINTING & BINDING	\$417	\$167	\$232	(\$65)
LEGAL ADVERTISING	\$10,000	\$4,000	\$1,554	\$2,446
OTHER CURRENT CHARGES	\$417	\$167	\$0	\$167
OFFICE SUPPLIES	\$260	\$104	\$31	\$74
DUES, LICENSE & SUBSCRIPTIONS	\$150	\$150	\$0	\$150
<b>TOTAL EXPENDITURES</b>	<b>\$51,630</b>	<b>\$23,007</b>	<b>\$11,023</b>	<b>\$11,984</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$0)</b>		<b>\$12,436</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>		<b>\$0</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$12,436</b>	

## STOREY DRIVE Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>REVENUES:</b>													
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,437	\$7,022	\$0	\$0	\$0	\$23,459
<b>TOTAL REVENUES</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,437	\$7,022	\$0	\$0	\$0	\$23,459
<b>EXPENDITURES:</b>													
<b>ADMINISTRATIVE:</b>													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$0	\$0	\$0	\$0	\$0	\$0	\$1,694	\$2,143	\$0	\$0	\$0	\$0	\$3,837
MANAGEMENT FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,446	\$2,917	\$0	\$0	\$0	\$5,363
INFORMATION TECHNOLOGY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WEBSITE CREATION/ADA COMPLIANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WEBSITE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6	\$0	\$0	\$0	\$6
INSURANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRINTING & BINDING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$232	\$0	\$0	\$0	\$232
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,554	\$0	\$0	\$0	\$1,554
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31	\$0	\$0	\$0	\$31
DUES, LICENSES & SUBSCRIPTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$1,694	\$4,589	\$4,739	\$0	\$0	\$0	\$11,023
<b>EXCESS REVENUES (EXPENDITURES)</b>	\$0	\$0	\$0	\$0	\$0	\$0	(\$1,694)	\$11,847	\$1,283	\$0	\$0	\$0	\$12,436

**STOREY DRIVE**  
**Community Development District**  
**Developer Contributions/Due from Developer**

Funding Request #	Prepared Date	Payment Received Date	Check Amount	Total Funding Request	General Fund Portion (21)	Due from Capital	Over and (short) Balance Due
1	4/28/21	7/2/21	\$ 13,775.00	\$ 13,775.00	\$ 13,775.00	\$ -	\$ -
2	5/21/21	7/2/21	\$ 2,661.64	\$ 2,661.64	\$ 2,661.64	\$ -	\$ -
3	6/30/21		\$ -	\$ 7,022.14	\$ 7,022.14	\$ -	\$ 7,022.14
Due from Developer			\$ 16,436.64	\$ 23,458.78	\$ 23,458.78	\$ -	\$ 7,022.14

**Total Developer Contributions FY21**

**\$ 23,458.78**

## SECTION 2



# Storey Drive

Community Development District

FY21 Funding Request #2

May 21, 2021

	<b>Payee</b>		<b>General Fund</b>
<b>1</b>	<b>Governmental Management Service-CF, LLC</b> Inv# 1 - Management Fees - Prorated May 2021	\$	2,446.34
<b>2</b>	<b>Supervisor Fees</b> <b>May 6, 2021</b> Adam Morgan	\$	215.30
		<b>Total:</b>	<b>\$ 2,661.64</b>

Please make check payable to:

**Storey Drive Community Development District**

1408 Hamlin Avenue, Unit E

St. Cloud, FL 34771

**GMS-Central Florida, LLC**1001 Bradford Way  
Kingston, TN 37763**Invoice****Invoice #:** 1**Invoice Date:** 5/19/21**Due Date:** 5/19/21**Case:****P.O. Number:****Bill To:**

Storey Drive CDD

Description	Hours/Qty	Rate	Amount
Management Fees - (May 6 - May 31, 2021)	26	94.09	2,446.34
<b>Total</b>			<b>\$2,446.34</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$2,446.34</b>



# Storey Drive

Community Development District

FY21 Funding Request #3  
June 30, 2021

	Payee		General Fund
1	<b>Governmental Management Service-CF, LLC</b> Inv# 2 - Management Fees - June 2021	\$	3,185.14
2	<b>Latham, Shuker, Eden &amp; Beaudine, LLP</b> Inv# 98085 - Legal Counsel - April 2021	\$	1,694.00
	Inv# 98357 - Legal Counsel - May 2021	\$	2,143.00
<b>Total:</b>			<b>\$ 7,022.14</b>

Please make check payable to:

**Storey Drive Community Development District**  
1408 Hamlin Avenue, Unit E  
St. Cloud, FL 34771

**GMS-Central Florida, LLC**  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

**Invoice #:** 2  
**Invoice Date:** 6/1/21  
**Due Date:** 6/1/21  
**Case:**  
**P.O. Number:**

**Bill To:**  
Storey Drive CDD

Description	Hours/Qty	Rate	Amount
Management Fees - June 2021		2,916.67	2,916.67
Office Supplies		30.54	30.54
Postage		6.33	6.33
Copies		231.60	231.60

**Total** \$3,185.14

**Payments/Credits** \$0.00

**Balance Due** \$3,185.14

# LATHAM, LUNA, EDEN & BEAUDINE, LLP

ATTORNEYS AT LAW

201 S. ORANGE AVE, STE 1400  
ORLANDO, FLORIDA 32801  
POST OFFICE BOX 3353  
ORLANDO, FLORIDA 32802  
TELEPHONE: (407) 481-5800  
FACSIMILE: (407) 481-5801

May 24, 2021

Storey Drive Community Development District

## **I N V O I C E**

Matter ID: 7894-001  
General

Invoice #: 98085  
Federal ID #: 59-3366512

### **For Professional Services Rendered:**

04/09/2021	KET	Prepared Notice of Establishment and email correspondence with District Manager regarding same. Email correspondence with the City of Orlando regarding the establishment Petition and Ordinance.	1.10 hr	\$302.50
04/19/2021	KET	Review and Ordinance and Notice of Establishment for recording purposes.	0.30 hr	82.50
04/26/2021	JAC	Received and reviewed multiple emails re: organizational meeting of new CDD and project components for bond issue.	0.30 hr	115.50
04/28/2021	JAC	Work on docs for organizational meeting; multiple emails with GMS.	2.20 hr	847.00
04/29/2021	JAC	Completed documents, resolutions and agreements for Organizational Meeting; multiple emails with GMS.	0.90 hr	346.50
			Total Professional Services:	<u>\$1,694.00</u>

### **INVOICE SUMMARY**

For Professional Services:	4.80 Hours	<u>\$1,694.00</u>
<b>Total Due:</b>		<b>\$1,694.00</b>

Billed Through: April 30, 2021

# LATHAM, LUNA, EDEN & BEAUDINE, LLP

ATTORNEYS AT LAW

201 S. ORANGE AVE, STE 1400  
ORLANDO, FLORIDA 32801  
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June 21, 2021

Storey Drive Community Development District

## I N V O I C E

Matter ID: 7894-001  
General

Invoice #: 98357  
Federal ID #: 59-3366512

### For Professional Services Rendered:

05/03/2021	JAC	Emails re: agenda items; comments from Bond Counsel re: methodology; emails with Lennar's counsel re: organizational meeting agenda items.	0.50 hr	\$180.00
05/03/2021	KET	Review of comments from developer's counsel regarding the acquisition agreement and revised same. Receipt of email correspondence from bond counsel regarding comments on the Master Assessment Methodology.	0.70 hr	178.50
05/04/2021	KET	Email correspondence with the District Management Company regarding revision to the Acquisition Agreement.	0.20 hr	51.00
05/05/2021	KET	Review of Agenda, including establishment materials.	0.40 hr	102.00
05/05/2021	JAC	Emails; work on edits to Engineer's Report; review docs for organizational meeting; emails with Bond counsel and GMS.	0.70 hr	269.50
05/05/2021	JAC	Work on edits to Engineer's Report; work on docs; multiple emails; review bond counsel's comments to docs; reports.	1.80 hr	648.00
05/06/2021	KET	Attended Board of Supervisors' meeting.	1.20 hr	306.00
05/06/2021	JAC	Prepare KET for Organizational Meeting; received and reviewed comments to Acquisition Agreement for meeting from Bond Counsel.	0.40 hr	144.00
05/11/2021	KET	Email correspondence regarding follow-up items from Board of Supervisors' meeting.	0.40 hr	110.00
05/26/2021	KET	Prepared establishment Ordinance for re-recording.	0.30 hr	76.50
			Total Professional Services:	<u>\$2,065.50</u>

### For Disbursements Incurred:

05/03/2021	Check # 1260 SIMPLIFILE; Disbursement for E-recording of: Notice of Establishment on April 19, 2021	\$77.50
		Total Disbursements Incurred: <u>\$77.50</u>

June 21, 2021

Matter ID: 7894-001

Invoice #: 98357

Federal ID #:59-3366512

**INVOICE SUMMARY**

For Professional Services:	6.60 Hours	\$2,065.50
For Disbursements Incurred:		<u>77.50</u>
New Charges this Invoice:		\$2,143.00

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Outstanding Previous Balance Due:	\$1,694.00
Plus New Charges this Invoice:	<u>2,143.00</u>
<b>Total Due:</b>	<b>\$3,837.00</b>

Billed Through: May 31, 2021



# SECTION 3

**BOARD OF SUPERVISORS MEETING DATES  
STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2021**

The Board of Supervisors of the Storey Drive Community Development District will hold their regular meetings for Fiscal Year 2022 at 9:30 a.m., at the GMS-CF, LLC, 219 E. Livingston Street, Orlando, FL 32801, on the first Thursday of the month, unless otherwise indicated, as follows:

**October 7, 2021  
November 4, 2021  
December 2, 2021  
January 6, 2022  
February 3, 2022  
March 3, 2022  
April 7, 2022  
May 5, 2022  
June 2, 2022  
July 7, 2022  
August 4, 2022  
September 1, 2022**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, FL 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting 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 such appeal is to be based.

George S. Flint  
District Manager  
Governmental Management Services - Central Florida, LLC